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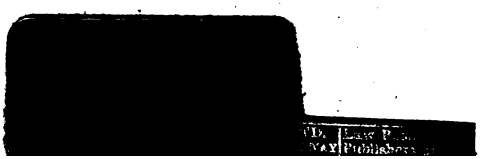

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OPINIONS of ſeveral Learned Counſel, relating to Conveyancing, and other Matters in LAW.

VOL. III.

With an Exact TABLE to the Whole.

The Third Edition Corrected.

In the *SAVOY*:

Printed by the Aſſigns of *Edward Sayer*, Eſq; for JOHN WALTHOE in the *Middle-Temple-Cloyſters*. MDCCXXV.

The Renewing of a Leaſe for ninety-nine Years, determinable upon three Lives, drawn by Mr. Ewers.

THIS Indenture made, *&c.* Between the Honourable Dame *M. S.* Widow, Relict, and ſole Executrix of the Laſt Will and Teſtament of Major *D.* late of, *&c.* Eſquire, deceaſed, and *A. G.* Widow, Relict and Adminiſtratrix of the Goods and Chattels, Rights and Credits of *T. G.* late of, *&c.* of the one Part, and *R. D.* of, *&c.* of the other Part: Whereas by Indenture bearing Date on or about the, *&c.* made or, *&c.* between the ſaid Major *D.* Sir *P. H.* of, *&c.* (ſince deceaſed) and the ſaid *T. G.* of, *&c.* (by the Name of *T. G.* of, *&c.*) of the one Part, and the ſaid *R. D.* (by the Name of *R. D.* of, *&c.* of the other Part; and by Fine *Sur conceſſer'* thereupon had, in Conſideration of the Sum of, *&c.* of lawful, *&c.* in the ſaid recited Indenture mentioned to be then in Hand paid by the ſaid *R. D.* to the ſaid Major *D.* (and which was paid accordingly) The ſaid Major *D.* and (by his Direction) the ſaid Sir *P. H.* and *T. G.* did grant, bargain and ſell unto the ſaid *R. D.* all and every the Capital Meſſuage, Meſſuages, Lands, Tenements and Hereditaments hereinafter mentioned to be hereby leaſed, To hold to the ſaid *R. D.* his, *&c.* from the Making the ſaid recited Indenture for and during the Term of, *&c.* (if the ſaid *R. D. T. T.* Son of *T. T.* Dr. of Divinity deceas'd, and *E. P.* of, *&c.* or either or any of them ſhould ſo long live) at the yearly Rent of, *&c.* of lawful, *&c.* in which

Recital of a Leaſe for 99 Years, if three Lives ſhall ſo long live.

ſaid recited Indenture is contained a Covenant on the Part of the ſaid Major *D.* his, *&c.* That he the ſaid Major *D.* his, *&c.* and all and every other Perſon and Perſons, any Thing having or claiming by, from, or under him or them, or in Truſt for the ſaid Major *D.* his, *&c.* ſhould and would from Time to Time upon Requeſt made by the ſaid *R. D.* his, *&c.* and upon Payment of the Sum of 400 *l.* of lawful Money of *England*, unto the ſaid Major *D.* his Executors, Adminiſtrators and Aſſigns, at one entire Payment at the Houſe of the ſaid Major *D.* in, *&c.* for and in the Name of a Fine for the ſame in ſix Kalendar Months, next after the Death of one of them the ſaid *R. D. T. T.* and *E. P.* at the Coſts and Charges of the ſaid *R. D.* his, *&c.* make a new Leaſe of the Premiſſes thereby granted as aforeſaid, (under the ſame Rents, Covenants, Conditions, Conſiderations and Agreements as are mentioned and expreſſed in the ſaid recited Indenture of Leaſe) unto the ſaid *R. D.* his, *&c.* for and during the Term of, *&c.* determinable upon the Death of the two ſurviving Lives, and the Life of ſuch other Perſon as the ſaid *R. D.* his Executors, Adminiſtrators or Aſſigns ſhould for that Purpoſe nominate; and in which ſaid recited Indenture there is alſo contained a Covenant on the Part of the ſaid *R. D.* his, *&c.* That upon the Death of any one of them, the ſaid *R. D. T. T.* and *E. P.* the ſaid *R. D.* his, *&c.* ſhould and would from Time to Time at the Place of Payment, and within the Time limited as aforeſaid, pay or cauſe to be paid the ſaid Sum of 400 *l.* to the ſaid Major *D.* his, *&c.* at one entire Payment, and nominate the Perſon to the ſaid Major *D.* his Executors, Adminiſtrators or Aſſigns, for whoſe Life with the other two ſurviving Lives, the Leaſe of the Premiſſes,

Covenant on the Part of the Leſſee to pay ſuch a Fine.

ſhould be made for the Term aforeſaid, and accept the ſaid Leaſe and Seal, the Counterpart thereof, as in and by the ſaid recited Indenture (amongſt divers other Covenants and Agreements therein contained) and the ſaid Fine (Relation being thereunto had) at large appears; **And whereas** the ſaid *E. P.* is now lately deceas'd, and the ſaid *R. D.* and *T. T.* the Son, are now both living, **Now this Indenture Witneſſeth**, That in Conſideration of the Sum of 400 *l.* of lawful Money of *England* to the ſaid Dame *M. S.* in hand paid to the ſaid *R. D.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof ſhe the ſaid Dame *M. S.* doth hereby acknowledge, and thereof and of every Part thereof, doth acquit and diſcharge the ſaid *R. D.* his, *&c.* by theſe Preſents; And in Conſideration of the Sum of 5 *s.* of like Money to the ſaid *A. G.* in Hand likewiſe paid by the ſaid *R. D.* at or before the Enſealing or Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, ſhe the ſaid *A. G.* (at the Requeſt, and by the Direction and Appointment of the ſaid Dame *M. S.* teſtified by her being made a Party to, and her Sealing and Delivery of theſe Preſents) and alſo the ſaid Dame *M. S.* Have, and each of them hath bargained, ſold, leaſed, ſet, and to Farm let, and by theſe Preſents do, and each of them doth bargain, ſell, leaſe, ſet, and to Farm let, unto the ſaid *R. D.* **All** that Capital Meſſuage or Tenement, with the Appurtenances, ſituate, *&c.* now in the Tenure or Occupation of the ſaid *R. D.* called or known by the Name of, *&c.* And all that other Meſſuage or Tenement, with the Appurtenances, in, *&c.* called or known by the Name of, *&c.* and now are late in the Tenure or Occupation of *A. W.* or his Aſſigns, and all

The Executrix of the Leſſor, and the Adminiſtratrix of the Truſtee, bargains, ſells, leaſes, ſets, and to Farm lets.

that Meſſuage or Tenement with the Appurtenances in, *&c.* and now in the Tenure of the ſaid *R. D.* or his Aſſigns; And all thoſe two Cottages or Tenements with the Appurtenances in, *&c.* aforeſaid, heretofore in the Tenure of, *&c.* and now or late in the Tenure or Occupation of, *&c.* their Aſſigns or Under-tenants; And all Barns, Stables, Out-houſes, Buildings, Courts, Back-ſides, Yards, Gardens, Orchards, Lands, Meadows, Paſtures, Woods, Underwoods, Waters, Fiſhings, Commons, Furzes, Heaths, Marſhes, Marſh-grounds, Waſtes, Royalties, Privileges and Immunities whatſoever, to the Premiſſes aforeſaid belonging, or in any wiſe appertaining, or accepted, reputed or taken, or now or at any Time heretofore uſed, occupied and enjoyed as Part, Parcel or Member thereof; And all other the Meſſuages, Lands, Tenements and Hereditaments whatſoever of them the ſaid Dame *M. S.* and *A. G.* or either of them which lately were the Meſſuages, Lands, Tenements and Hereditaments of the ſaid Major *D.* ſituate, *&c.* and which were granted or mentioned to be granted to the ſaid *R. D.* by the ſaid recited Indentures, and the Reverſion and Reverſions, Remainder and Remainders, and all Rents and Services received out of, or payable for or in reſpect of the Premiſſes aforeſaid, or any Part thereof (except and always reſerved out of this preſent Leaſe unto the ſaid Dame *M. S.* her, *&c.* the Bodies of all Timber-trees, and Trees like to be Timber, ſtanding, growing, or being upon the Premiſſes or any Part thereof, with the Lop, Top and Shroud of all Trees, ſtanding, growing or being, or which at any Time hereafter ſhall ſtand, grow, or be upon the Home-cloſe adjoining to the ſaid Capital Meſſuage called, *&c.* or any Part thereof;) To have and

Except Timber-trees, *&c.*

and to hold the ſaid Meſſuages, Cottages, Lands, Meadows, Paſtures, Woods, Underwoods, Waters, Fiſhings, Commons, Tenements and Hereditaments, and all and ſingular the Premiſſes mentioned to be hereby leaſed (except before excepted) unto him the ſaid *R. D.* his, *&c.* from the Determination of the ſaid recited Term of 99 Years, determinable as aforeſaid, for and during the full Time and Term, and unto the full End and Term of 99 Years from thence next enſuing, fully to be compleat and ended; if *W. W.* the Son of *R. W.* of, *&c.* ſhall ſo long live; **Yielding and paying** therefore yearly during the ſaid Term hereby leaſed, at or in the ſaid Capital Meſſuage in *S.* aforeſaid, the full and clear Rent or Sum of, *&c.* of, *&c.* on the Feaſt-days of, *&c.* by even and equal Portions (the firſt half yearly Payment thereof to begin, and to be made at ſuch of the ſame Feaſts as ſhall next happen after the Commencement of this preſent Leaſe in Poſſeſſion.) And if it ſhall happen the ſaid yearly Rent or Sum of, *&c.* hereby reſerved, or any Part thereof to be behind or unpaid in Part or in all by the Space of 21 Days next after any of the ſaid Feaſts or Days of Payment whereon the ſame ought to be paid as aforeſaid, during the ſaid Term hereby granted, That then and from thenceforth it ſhall and may be lawful to and for the ſaid *A. G.* and her Aſſigns, and the ſaid Dame *M. S.* and her Aſſigns, and the Executors, Adminiſtrators and Aſſigns of the ſaid Major *D.* or any of them into the ſaid Premiſſes hereby leaſed, or any Part thereof in the Name of the Whole to re-enter, and the ſame to have again, hold and enjoy as in their former Eſtate, any Thing herein contained to the contrary in any wiſe notwithſtanding. **And** the ſaid *R. D.* for himſelf, his, *&c.* doth covenant

nant and grant to and with the ſaid Dame *M. S.* her, *&c.* and the Executors, Adminiſtrators, and Aſſigns of the ſaid Major *D.* by theſe Preſents in Manner following (that is to ſay) That he the ſaid *R. D.* his, *&c.* ſhall and will yearly, during the ſaid Term hereby leaſed, well and truly pay, or cauſe to be paid, the ſaid yearly Rent hereby reſerved at the Days and Place of Payment aforeſaid, and that without any Manner of Deduction or Defalcation for any Kind of Taxes or Payments, Free-quarter, Contribution, or Impoſition whatſoever, that are or ſhall be charged or chargeable upon the Premiſſes aforeſaid, or any Part thereof, in any Year during the ſaid Term hereby leaſed by Act of Parliament, or otherwiſe howſoever; And further, That he the ſaid *R. D.* his, *&c.* ſhall and will from Time to Time, and at all Times hereafter, during the ſaid Term hereby leaſed, at his and their Coſts and Charges, well and ſufficiently repair, maintain, ſuſtain, keep and uphold all and ſingular the Meſſuages, Cottages, Barns, Stables, Buildings, Walls, Mounds, Gates, Pales, Rails, Ditches, Fences, Hedges, and Incloſures in, by and with all Manner of neceſſary and needful Reparation, fencing, cleanſing, ſcouring, and in Husband-like Manner, dunging and manuring the Lands, Meadows, Paſtures, and other the ſaid hereby leaſed Premiſſes, yearly during that ſaid Term hereby leaſed, (the ſaid *A. G.* and Dame *M. S.* their, *&c.* or ſome of them upon Demand, allowing rough Timber for the neceſſary Repairs of the Premiſſes, if the ſame may be had and found growing upon the, *&c.* or any other of the ſaid leaſed Premiſſes, during the ſaid Term hereby leaſed;) And the ſame Premiſſes, and every Part thereof, being ſo, as aforeſaid, well and ſufficiently repaired, maintained, ſuſtained, kept, upheld, fenced, cleanſed,

The Leſſee covenants to pay the Rent without Deduction for Taxes, Free-quarters, *&c.* Contribution or Impoſition whatſoever, chargeable by Act of Parliament or otherwiſe.

cleanſed, ditched, ſcoured, dunged and manured at the End or other Determination of the ſaid Term hereby leaſed, ſhall leave and yield up unto ſuch Perſon or Perſons, who for the Time being ſhall be intituled unto the Reverſion of the Premiſes mentioned to be hereby leaſed, expectant upon the Determination of the ſaid Term hereby granted; And the ſaid Dame *M. S.* for her ſelf, her, *&c.* doth covenant, promiſe and grant to and with the ſaid *R. D.* his, *&c.* by theſe Preſents, That they the ſaid Dame *M. S.* and *A. G.* or one of them now have or hath in themſelves, or one of them good Right, full Power, and lawful Authority, to bargain, ſell, leaſe, ſet, and to farm let, the ſaid Premiſſes mentioned to be hereby leaſed, and every of them, and every Part and Parcel thereof in Manner, as aforeſaid; And that it ſhall and may be lawful to and for the ſaid *R. D.* his, *&c.* under the Rents and Covenants herein contained, quietly and peaceably to hold and enjoy the ſaid Hereditaments and Premiſſes mentioned to be hereby leaſed and every Part thereof, during the ſaid Term hereby leaſed, free and clear, and freely and clearly acquitted and diſcharged, or otherwiſe well and ſufficiently ſaved harmleſs and indempnified of and from all and all Manner of former and other Gifts, Grants, Annuities, Leaſes, Bequeſts, Deviſes, Charges, Titles, Troubles and Incumbrances whatſoever, had, made, ſuffered or done by the ſaid Dame *M. S.* the ſaid Major *D.* Dame *M. C.* of, *&c.* aforeſaid, Widow, deceas'd, and *E. J.* of, *&c.* aforeſaid, Widow, deceas'd, *S. D.* and *J. D.* of *P.* aforeſaid Eſq; deceaſed, Grandfather and Father of the ſaid Major *D.* or either or any of them, or any other Perſon or Perſons whatſoever claiming or to claim by, from, or under, or in Truſt

for them or either or any of them, or by their or any of their Means, Act or Procurement. (One Indenture of Leaſe to *J. W.* of *S.* aforeſaid of the ſaid Cottage, ſometime in the Tenure of *A. L.* for 99 Years, determinable upon the Death of three Lives therein named, under the yearly Rent of 5 *s.* only excepted;) And the ſaid Dame *M. S.* for her ſelf and her Aſſigns, and the Executors, Adminiſtrators and Aſſigns of the ſaid Major *D.* doth covenant, promiſe and grant to and with the ſaid *R. D.* his, *&c.* by theſe Preſents, That the ſaid *A. G.* and her Aſſigns, and the ſaid *M. S.* and her Aſſigns, and the Executors, Adminiſtrators and Aſſigns of the ſaid Major *D.* and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title or Intereſt either in Law or Equity, of, into or out of the ſaid Meſſuages, Lands and Premiſſes mentioned to be hereby leaſed, or any of them, or any Part or Parcel thereof, from, by, under, or in Truſt for them or any of them, or from, by, or under, or in Truſt for the ſaid Maj. *D.* ſhall and will within ſix Kalendar Months next after the Death of ſuch of them of the ſaid *R. D.* and *T. T.* the Son as ſhall firſt die, At the Requeſt, Coſt and Charges in the Law of the ſaid *R. D.* his, *&c.* and upon his or their Payment to the ſaid Dame *M. S.* or her Aſſigns, or to the Executors, Adminiſtrators or Aſſigns of the ſaid Major *D.* at or in the now Dwelling-Houſe of the ſaid Dame *M. S.* ſituate in *P.* aforeſaid, the Sum of 400 *l.* of lawful Money of *England* at one entire Payment for or in the Name of a Fine, make and execute a new Leaſe to the ſaid *R. D.* his, *&c.* of the ſaid Meſſuages, Lands and Premiſſes mentioned to be hereby leaſed for the Term of 99 Years determinable upon the Death of one ſuch

The Leſſor's Covenant upon the Death of one Life to renew.

ſuch other Perſon as the ſaid *R. D.* his, *&c.* ſhall then for that Purpoſe nominate, which ſaid Leaſe, ſo to be made as aforeſaid, ſhall be made, to commence from the Determination of the ſaid recited Term of 99 Years, and the Term of 99 Years hereby leaſed, and ſhall be made at and under the ſame Rent, and with the like Covenants, Conditions and Agreements (*mutatis mutandis*) as are in theſe Preſents contained, except this preſent Covenant or Agreement for renewing, in Lieu of which ſaid laſt Covenant or Agreement ſhall be contained in the ſame Leaſe ſo to be made as aforeſaid, a Covenant and Agreement on the Part of the ſaid Dame *M. S.* and her Aſſigns, and the Executors, Adminiſtrators and Aſſigns of the ſaid Major *D.* That ſhe the ſaid Dame *M.* and her Aſſigns, and the ſaid *A. G.* and her Aſſigns, and the Executors, Adminiſtrators and Aſſigns of the ſaid Major *D.* and all and every other Perſon and Perſons lawfully claiming or to claim any Eſtate, Right, Title or Intereſt, either in Law or Equity of, into, or out of the ſaid Premiſſes mentioned to be hereby leaſed, or any of them, or any Part thereof, from, by, or under, or in Truſt for them, or any of them, or from, by, or under, or in Truſt for the ſaid Major *D.* ſhall and will within ſix Kalendar Months next after the Death of the Survivor of them the ſaid *R. D.* and *T. T.* (the Son) at the like Requeſt, Coſts and Charges in the Law of the ſaid *R. D.* his Executors, Adminiſtrators or Aſſigns, and on his or their Payment to the ſaid Dame *M. S.* or her Aſſigns, or to the Executors, Adminiſtrators or Aſſigns of the ſaid Major *D.* of the like Sum of 400 *l.* of like lawful Money, at the Place of Payment aforeſaid, as an other Fine make and execute one other Leaſe to the ſaid *R. D.* his, *&c.* of the ſaid Meſſuages, Lands

and Premiſſes mentioned to be hereby leaſed for the Term of 99 Years, determinable upon the Death of one ſuch other Perſon as the ſaid *R. D.* his, *&c.* ſhall within the ſaid laſt mentioned ſix Months for that Purpoſe nominate, the ſaid laſt Leaſe to be made to commence from the Determination of the ſaid ſeveral Terms made and to be made to the ſaid *R. D.* his, *&c.* as aforeſaid, and to be made at and under the ſame Rent, and with the like Covenants, Conditions and Agreements (*mutatis mutandis*) as are in theſe Preſents contained, ſaving, that in ſuch ſaid laſt Leaſe ſo to be made, as aforeſaid, there ſhall not be contained any Covenant or Agreement for Renewing: And the ſaid *R. D.* for himſelf, his, *&c.* doth covenant, promiſe and agree to and with the ſaid Dame *M. S.* and her Aſſigns, and the Executors, Adminiſtrators and Aſſigns of the ſaid Major *D.* by theſe Preſents, That he the ſaid *R. D.* his, *&c.* ſhall and will nominate the ſaid two new Lives upon which the ſaid two Terms to be granted, as aforeſaid, are to be reſpectively determinable, and pay, or cauſe to be paid, the ſaid reſpective Fines within the ſaid Times, and at the Place, and in Manner herein in that Behalf afore mentioned, and accept of ſuch ſaid new Leaſes hereby agreed to be made, as aforeſaid, and ſeal and execute Counterparts thereof; And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that this preſent Leaſe, and the ſaid two other Leaſes hereby agreed to be made, as aforeſaid, are to be, and ſhall be, and and ſo ſhall be adjudged and taken to be for and in full Performance and Diſcharge of the ſaid recited Covenants for renewing, contained in the ſaid recited Indenture; And the ſaid Dame *M. S.* for her ſelf and her Aſſigns, and the Execu-

The Leſſee covenants to nominate the new Lives, and pay the Fines accordingly.

tors,

tors, Adminiſtrators and Aſſigns of the ſaid Major *D.* doth covenant and grant to and with the ſaid *R. D.* his, *&c.* That ſhe the ſaid *D. M. S.* or her Aſſigns, or the Executors, *&c.* of the ſaid *M. D.* and *A. G.* or her Aſſigns, ſhall and will from Time to Time, during the Continuance of this preſent Leaſe, upon the reaſonable Requeſt of the ſaid *R. D.* his Executors, Adminiſtrators or Aſſigns, or within 14 Days afterward, aſſign and allow unto the ſaid *R. D.* his, *&c.* fit and convenient rough Timber, for the neceſſary Repair of the Premiſſes mentioned to be hereby leaſed, or any Part thereof to be cut down, had and taken from of the ſaid hereby leaſed Premiſſes, at the Coſts and Charges of the ſaid *R. D.* his, *&c.* and not otherwiſe, or in Default thereof, That then and in ſuch Caſe, it ſhall and may be lawful to and for the ſaid *R. D.* his, *&c.* to have, cut down, and take fit and convenient rough Timber from and of the ſaid hereby leaſed Premiſſes, or any Part thereof, to be imployed upon the ſame Premiſſes, for ſuch End and Purpoſe as aforeſaid, but not otherwiſe: **And whereas** the Premiſſes mentioned to be hereby leaſed, do ſtand charged with the yearly Payment of 14 *s.* and 8 *d.* or thereabouts, to the Chief Lord of, *&c.* of whom the Premiſſes are holden by the ſaid *A. G.* and Dame *M. S.* and with the yearly Payment of 20 *s.* to be paid to and amongſt 4 poor Widows of *B.* and with the yearly Payment of 2 *s.* to Mrs. *B.* of, *&c.* and with the yearly Payment of 5 *l.* 13 *s.* 4 *d.* to the Highways of, *&c.* in all amounting to the Sum of 13 *l.* 10 *s.* of lawful Money of *England*. **And whereas** the Rent hereby reſerved and payable, as aforeſaid, doth amount unto the ſaid yearly Sum of 13 *l.* 10 *s.* of like lawful Money: Now it is hereby agreed and declared to

The Leſſor Covenants to allow rough Timber, *&c.* towards Repairs, *&c.*

The Leſſee paying the Quit-Rent and Rent-Charges due out of the Premiſſes, the Leſſor ſhall allow of the ſame.

to be the Intent and Meaning of the ſaid Parties to theſe Preſents, That the ſaid *R. D.* his, *&c.* paying the ſaid ſeveral recited Charities, and other annual Sums of Money, amounting as aforeſaid to the Sum of 13 *l.* 10 *s.* yearly, during the ſaid Term, hereby leaſed to the ſeveral Perſons, and to and for the ſeveral Uſes aforeſaid, and thereof ſaving and keeping the ſaid Dame *M. S.* and *A. G.* their, *&c.* harmleſs and indempnified the ſaid Dame *M. S.* and her Aſſigns, and the Executors, Adminiſtrators and Aſſigns of the ſaid Major *D.* and the ſaid *A. G.* and her Aſſigns, ſhall and will yearly, during the ſaid Term hereby leaſed, admit and accept of the Payment of the ſame, to be in lieu and in full of the ſaid yearly Rent hereby reſerved, and thereof yearly acquit and diſcharge the ſaid *R. D.* his, *&c.* during the ſaid Term here leaſed, and from Time to Time, half-yearly, during the ſame Term, give, make, and execute ſuch Acquittance and Acquittances for the ſame, to the ſaid *R. D.* his, *&c.* as ſhall diſcharge him and them from the ſaid Rent hereby reſerved, as the ſame ſhall from Time to Time during the ſaid Term hereby granted, grow payable and due, according to the true Intent and Meaning of theſe Preſents; **Provided always**, and it is hereby declared and agreed, by and between the ſaid Parties to theſe Preſents, and their true Intent and Meaning is, That the Covenants and Agreements herein before contained on the Part of the ſame Dame *M. S.* to be performed, ſhall extend and ſhall be conſtrued to extend to charge the ſaid Dame *M. S.* only as Executor aforeſaid, and not in any other Capacity (any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding.

Acquittances for the ſame.

Proviſo, That the Covenants herein on the Leſſor's Part ſhall only charge her as Executrix.

In Witneſs, *&c.* A Le-

A Legacy aſſigned.

Father deviſed 2000 l. *amongſt his younger Children, and deviſed Lands to Truſtees to be ſold to raiſe it, and what ſhould fall ſhort to be made up by the Wife and the eldeſt Son; it fell too ſhort; the eldeſt gave Judgment to pay* 500 l. (*being what fell ſhort*) *one of the Children ſold his Share of the* 500 l. *to another of his Brothers, and he now ſold that Share, and his own to another, and the Truſtees joined with him in this Aſſignment.*

THis Indenture. *Tripartite*, made, *&c.* between Sir *G. E.* Baronet, and *J. K.* of, *&c.* Gent. of the firſt Part, *W. J.* Gent. of the ſecond Part, and *A. W.* Eſq; of the third Part: Whereas *W. J.* late Father to the ſaid *W. J.* by his Laſt Will and Teſtament, bearing Date the, *&c.* did deviſe to the ſaid Sir *G. E.* Sir *T. S.* and *J. K.* certain Lands to be ſold for raiſing 2000 *l.* to be equally divided amongſt his younger Children, which were in Number nine, and thereby deſired *A. J.* his eldeſt Son, and *M.* his Wife, to make up to the younger Children what ſhould be made by ſuch Sale if the ſame ſhould fall ſhort; And whereas the ſaid 2000 *l.* or more than the Sum of, *&c.* was not raiſed by ſuch Sale: And whereas the ſaid *A. J.* in *T.* Term in the, *&c.* Year of King *Charles* II. in the Court of *Common Pleas*, did acknowledge and ſuffer a Judgment for 1000 *l.* and 7 *l.* Coſts of

Recital of the Will of *W. S.*

Judgment for 1000 *l.*

of Suit unto the ſaid Sir *G. E.* Sir *T. S.* and *J. K.* **And whereas** by Indentures bearing Date the, *&c.* Day of, *&c.* the ſame Judgment is deſeazanced for the Payment of 500 *l.* of lawful Money of *England* unto the ſaid Sir *G. E.* and *J. K.* within 12 Months after the Death of the ſaid *M. J.* Mother of the ſaid *A. J.* for to be imploy'd for and towards the Uſe and Benefit of the younger Children of the ſaid *W. J.* according to the ſaid Will, by Virtue of which Judgment, each of the ſaid Nine younger Children of the ſaid *W. J.* is intituled to 55 *l.* and 12 *s.* when the ſame ſhall ſo become payable,

Defeazance to pay 500 *l.*

C. J. aſſigns his Share to *W. J.* his Brother.

as aforeſaid: **And whereas** *C. J.* one of the younger Children of the ſaid *W. J.* in Conſideration of the Sum of 30 *l.* to him paid by the ſaid *W. J.* hath by his Deed, bearing Date the, *&c.* granted and aſſigned all his Intereſt in or by the ſaid Will and Judgment unto the ſaid *W. J.* as by the ſaid Deed may appear: **Now this Indenture Witneſſeth,** That for and in Conſideration of the Sum of 70 *l.* of lawful Money of *England*, by the ſaid *A. W.* to the ſaid *W. J.* in Hand paid, at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *W. J.* doth hereby acknowledge, he the ſaid *W. J.* hath granted, aſſigned and ſet over unto the ſaid *A. W* his Executors, Adminiſtrators and Aſſigns, all the Intereſt, Benefit and Advantage whatſoever, which he hath or may claim by Virtue of the ſaid Will and Judgment, or either of them, and by Virtue of the above mentioned Grant or Aſſignment of the ſaid *C. J.* **To have and to hold** unto the ſaid *A. W.* his Executors, Adminiſtrators and Aſſigns for ever; And the ſaid *W. J.* for himſelf and his Heirs, doth covenant, promiſe, grant and agree, and with the ſaid *A. W.* his Executores, Adminiſtrators

W. J. aſſigns his Intereſt for 70 *l.* to *A. W.*

Grant.

Habend.

W. J. covenants with *A. W.* that *A. W.* ſhall receive 111 *l.* 14 *s.* on Account of the ſaid Judgment.

niſtrators and Aſſigns, by theſe Preſents, That he the ſaid *A. W.* his Executors, Adminiſtrators, or Aſſigns, ſhall and may have, receive and take, by Virtue of theſe Preſents, and of the above-recited Judgment and Will, the Sum of 111 *l.* 14 *s.* of the above named *A. J.* or out of his Eſtate within 12 Months after the Death of the ſaid *M. J.* without any Deduction or Abatement whatſoever: And that he, the ſaid *W. J.* hath not done, committed or ſuffer'd any Part, Matter, or Thing, to incumber the ſame whatſoever. And the ſaid Sir *G. E.* and *J. K.* (the ſaid Sir *T. S.* being ſince dead) do hereby declare by the Conſent and Direction of the ſaid *W. J.* teſtified by his being a Party hereunto, and Signing and Sealing the ſame,) that their Names are only uſed in Truſt for the ſaid *A. W.* as to the ſaid Sum of, *&c.* ſecured by the ſaid Judgment, as aforeſaid. And the ſaid *W. J.* doth make, ordain, appoint, and in his Place and Stead put the ſaid *A. W.* his true and lawful Attorney irrevocable for and in the Name of him the ſaid *W. J.* but for the only Uſe of him the ſaid *A. W.* to ask, ſue for, demand, and recover the Sums of Money ſo due to him, the ſaid *W. J.* and ſecured by the ſaid Judgment, as aforeſaid, and to do all and every ſuch other Acts and Things as he himſelf might lawfully do, touching or concerning the ſaid Money ſo aſſigned, as aforeſaid.

Truſtees declare their Truſt.

W. J. makes *A. W.* his Attorney.

In Witneſs, &c.

A Mortgage of Shares in the New River Water.

THis Indenture, *Tripartite*, made, *&c.* Between *J. H.* of, *&c.* Eſq; of the firſt Part, *R. M.* of the ſecond Part, and *R. N.* Eſq; of the third Part: Whereas by Indenture *Tripartite*, bearing Date the, *&c.* made between the ſaid *R. F.* of the firſt Part, *J. N.* of, *&c.* Gent. of the ſecond Part, and *A. D.* of, *&c.* Eſq; of the third Part: The ſaid *R. N.* did demiſe, grant, bargain, ſell, and to Farm let, unto the ſaid *A. D.* two full and whole ſix and thirtieth Parts or Shares of the New River, brought from *Shadwell* and *Amwell* to *London*, with their Appurtenances, and all the Benefit, Profit, and Proceed, that ſhould ariſe by or out of the ſaid two Shares; To have, hold, receive, perceive, and enjoy the ſaid two Shares, with the Appurtenances unto the ſaid *A. D.* his Executors, Adminiſtrators, and Aſſigns, from thenceforth for and during unto the full End and Term of 500 Years, from thence next enſuing, and fully to be compleated and ended, by and under the yearly Rent of a Pepper-Corn. (So recite the Covenant for levying a Fine to *D.* together with the Proviſo thereupon; then recite the Conveyance of the Equity of Redemption to the ſaid *D.* with the Proviſo thereupon; and then recite the Indentures of, *&c.* whereby *N.* again releaſes his Equity to the ſaid *D.* who thereby aſſigns the Premiſſes abſolutely to *J. H.* for 1500 *l.*) And whereas the ſaid laſt recited Indenture was ſo made to the ſaid *J. H.* in Truſt, only for the ſaid *R. N.* and the ſaid 1500 *l.* thereby mentioned to be paid to the ſaid *A. D.* being

Recital of the original Grant.

Truſt.

being the proper Monies of the ſaid *R. N.* Now this Indenture witneſſeth, That for and in Conſideration of the Sum of 5000 *l.* of lawful Money of *England* to the ſaid *R. N.* in Hand paid, and the further Sum of 5 *s* in Hand paid to the ſaid *J. H.* by the ſaid *R. M.* at or before the Sealing and Delivery hereof, the Receipts whereof is hereby reſpectively acknowledged: And thereof, and of every Part and Parcel thereof, they, the ſaid *R. N.* and *J. H.* do, and either of them doth, hereby reſpectively acquit, releaſe and diſcharge the ſaid *R. M.* he the ſaid *J. H.* hath bargained, ſold, aſſigned, and ſet over: And by theſe Preſents doth (at the Inſtance and Requeſt, and by the Direction and Appointment of the ſaid *R. N.* teſtified by his being made a Party to theſe Preſents, and by his Sealing and Delivery hereof) bargain, ſell, aſſign, and ſet over, unto the ſaid *R. M.* the ſaid two full and whole ſix and thirtieth Parts or Shares of the ſaid New River Water, with the Appurtenances: And all and every other the Premiſſes in and by the ſaid firſt recited Indenture limited and granted to the ſaid *A. D.* together with the ſaid recited Indentures, and all the Right, Title, Intereſt, Term of Years, Claim and Demand, whatſoever of him the ſaid *J. H.* of, in, and to the ſaid Premiſſes, and every Part or Parcel thereof, which ſaid Premiſſes the ſaid *R. N.* doth ratify and confirm to the ſaid *R. N.* by theſe Preſents, To have and to hold the ſame Premiſſes, with the Appurtenances, and every Part and Parcel thereof hereby bargained, ſold, aſſigned, and ſet over, and confirmed or meant, mentioned or intended ſo to be, unto the ſaid *R. M.* his Executors, Adminiſtrators, or Aſſigns, from henceforth, for and during all the reſt, Reſidue and Remainder of the ſaid Term of 500 Years, in and by the ſaid firſt recited

R. N.'s Conſideration of 5000 *l.* and his Truſtee aſſigns to *R. M.*

Proviſo for Redemption on Payment of 5000 *l.* and Intereſt, at 5 *l. per Cent.*

cited Indenture limited and granted, and are yet to come and unexpired. **Provided always**, and the ſaid *R. M.* for himſelf and his Heirs, doth covenant, and grant to and with the ſaid *R. N.* by theſe Preſents, That if the ſaid *R. N.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, ſhall and do well and truly pay, or cauſe to be paid, to the ſaid *R. M.* his Executors, Adminiſtrators, or Aſſigns, the full Sum of 5000 l. of lawful Money of *England*, at or upon the, *&c.* Day of, *&c.* next enſuing, the Date hereof, together with Intereſt for the ſame from henceforth, after the Rule of 5 *l. per Cent per Annum*; then he, the ſaid *R. M.* his Executors, Adminiſtrators, or Aſſigns, ſhall and will, at the Coſts and Charges in the Law of the ſaid *R. N.* his Heirs or Aſſigns, ſurrender the then Reſidue of the ſaid Term of 500 Years of and in the Premiſſes to the ſaid *R. N.* his Heirs and Aſſigns, or otherwiſe aſſign the ſame, as he or they ſhall appoint, free and diſcharged of and from all Incumbrances by him or them done, committed or ſuffered, any Thing herein before contained to the contrary thereof, in anywiſe notwithſtanding. And the ſaid *R. N.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, and for every of them, doth covenant, promiſe and grant to and with the ſaid *R. M.* his Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe Preſents, in Manner and Form following, (that is to ſay,) That he, the ſaid *R. N.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or ſome of one of them, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *R. M.* his Executors, Adminiſtrators, or Aſſigns, the ſaid full Sum of 5000 *l.* of lawful Money of *England*, at or upon the ſaid Day of, *&c.* now next enſuing the

Mortgagor covenants to pay the Money.

the Date hereof, together with Intereſt for the ſame after the Rate of 5 *l. per Cent. per Annum*, from henceforth, according to the true Intent and Meaning of the ſaid Proviſo, and of theſe Preſents. **And further**, That the ſaid *R. N.* and *J. H.* nor either of them, nor any other Perſon or Perſons whatſoever, have or hath done, committed, or ſuffered, any Act, Matter, or Thing, whatſoever, whereby the ſaid firſt recited Indentures of Leaſe, or the Term or Eſtate thereby granted, is, ſhall, or may be, any Ways impeached, ſurrender'd, forfeited, or deſtroyed, or whereby or wherewith the ſaid two Shares of the ſaid New River Water, or any Part thereof, is, are, or may be charged or incumbered in the Title, Charge, Eſtate, or otherwiſe howſoever, but that the ſame is a good and ſufficient Leaſe valid in Law, for and during all the Reſt and Reſidue of the ſaid Term of 500 Years: And alſo, that if Default ſhall be made in the Payment of the ſaid Sum of 5000 *l.* and Intereſt, contrary to the true Intent and Meaning of the ſaid Proviſo, and theſe Preſents, that then it ſhall and may be lawful to and for the ſaid *R. M.* his Executors, Adminiſtrators and Aſſigns, quietly and peaceably to hold and enjoy the ſaid Premiſſes, with the Appurtenances, and to have, receive and take to his own proper Uſe, all and every the Rents, Iſſues, and Profits thereof, without the lawful Let, Suit, Trouble, Denial, Eviction, Interruption, or Diſturbance of them, the ſaid *R. N.* and *J. H.* their Heirs, Executors, Adminiſtrators, and Aſſigns, or any of them, or any other Perſon or Perſons whatſoever: **And further**, That if Default ſhall be made in the Payment of the ſaid Sum of 5000 *l.* and Intereſt, as aforeſaid, that they the ſaid *R. N.* and *J. H.* their Executors, Adminiſtrators, and Aſſigns, and every of them,

In Default of Payment the Mortgagee to enjoy.

And on ſuch Default, Mortgagor to make further Aſſurance.

ſhall and will from Time to Time, during the ſaid Term at the Requeſt, Coſts and Charges in the Law of the ſaid *R. M.* his Executors, Adminiſtrators, or Aſſigns, do, make, execute, and ſuffer, all and every ſuch further Act and Acts, Conveyances and Aſſurances, in the Law whatſoever, for the further and better aſſuring and confirming the Premiſſes hereby granted and aſſigned unto the ſaid *R. M.* his Executors, Adminiſtrators and Aſſigns, for the then Reſidue and Remainders of the ſaid Term of 500 Years, as by the ſaid *R. M.* his Executors, Adminiſtrators or Aſſigns, or by his or their Counſel, learned in the Law, ſhall be reaſonably deviſed, adviſed, or required. And the ſaid *J. H.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth covenant, promiſe, and grant, to and with the ſaid *R. M.* his Executors and Adminiſtrators by theſe Preſents, that he, the ſaid *J. H.* hath not made, done, committed, or ſuffer'd any Act, Matter or Thing whatſoever, whereby or wherewith the ſaid Premiſſes, or any Part and Parcel thereof, are or may be charged or incumber'd in Title, Charge, Eſtate, or otherwiſe. **And laſtly,** It is hereby agreed by and betwixt the ſaid Parties to theſe Preſents, That he, the ſaid *R. N.* his Heirs and Aſſigns, ſhall and may peaceably and quietly hold and enjoy the Premiſſes, and the Profits and Proceed thereof, until Breach or Default ſhall happen to be made in Payment of the ſaid Sum of 5000 *l.* and Intereſt, or ſome Part thereof, as aforeſaid, without the Let or Interruption of the ſaid *R. M.* his Executors, Adminiſtrators, or Aſſigns, or any of them.

Agreement, That the Mortgagor, until Default of Payment, ſhall enjoy.

In Witneſs, &c.

A ſhort

A ſhort Mortgage for a Month, very uſeful to ſecure a Sum of Money taken up in haſte.

THis Indenture made, *&c.* Between *C. H.* of, *&c.* Eſq; and *H. B.* of, *&c.* of the one Part, and *W. L.* of, *&c.* Gent. of the other Part: Whereas the ſaid *C. H.* and *H. B.* in Truſt for him, are legally ſeized to them and their Heirs of the Manor and Farm, and other Lands in, *&c.* and of other Lands in, *&c.* ſubject to a Proviſo of Redemption on Payment of, *&c.* Now this Indenture witneſſeth, That for and in Conſideration of the Sum of, *&c.* of lawful Money of *England* by the ſaid *W. L.* to the ſaid *C. H.* and *H. B.* at and before the Sealing and Delivery of theſe Preſents, well and truly paid, the Receipt whereof they, the ſaid *C. H.* and *H. B.* do hereby reſpectively acknowledge, have demiſed, granted, and to Farm let, and by theſe Preſents do demiſe, grant, and to Farm let, unto *Grant.* the ſaid *W. L.* all that, *&c.* and all other Meſſuages, Lands, Tenements, and Hereditaments, whatſoever of them, the ſaid *C. H.* and *H. B.* in, *&c.* To have and to hold the ſaid Ma- *Habend'.* nor, Meſſuages, Lands, and Premiſſes, to the ſaid *W. L.* his Executors, Adminiſtrators and Aſſigns, for the Term of 100 Years, from henceforth next enſuing, and fully to be compleat and ended. Provided always, and upon this *Proviſo* to be Condition, That if the ſaid *C. H.* his Heirs, Executors, Adminiſtrators, or Aſſigns, ſhall well and truly pay, or cauſe to be paid, unto the ſaid *W. L.* his Executors, Adminiſtrators, or Aſſigns, *void on Payment of a Sum of Money.*

the Sum of, *&c.* with legal Interſt for the ſame, at or in the, *&c.* upon the, *&c.* Day of, *&c.* next enſuing, then this preſent Indenture, and every Matter and Thing herein contained, ſhall be void; and the ſaid *C. H.* for himſelf and his Heirs, do hereby covenant with the ſaid *W. L.* to pay the Sum accordingly.

The Mortgagor covenants to pay it accordingly.

In Witneſs, *&c.*

A Mort-

A Mortgage abſolutely conveyed to the Mortgagee by way of Purchaſe.

A Mortgagor having forfeited his Equity of Redemption by the Statute, by pre-mortgaging without Notice, he upon the Mortgagee's Undertaking to pay off ſeveral Incumbrances in this Deed mentioned, conveys the mortgaged Lands and his Equity of Redemption therein to the Mortgagee and his Heirs abſolutely; and alſo makes a Bargain and Sale by this Deed of all his Goods to the Mortgagee, which was charged by an Execution in the Houſe at the Time of the Purchaſe.

THIS Indenture, &c. Between *C. S.* of, *&c.* Eſq; of the one Part, and *J. S.* of, *&c.* of the other Part: **Whereas** the ſaid *C. S.* hath borrowed of *J. B.* of, *&c.* Merchant, *J. H.* of, *&c. B. M.* of, *&c.* Gent. *J. C.* of, *&c.* Draper, *Elizabeth* Lady *N.* of, *&c.* and the ſaid *J. S.* ſeveral great Sums of Money, amounting in the Whole to the Sum of beſides Intereſt in Arrear for the ſame, and for ſecuring the Payment thereof, did mortgage, and otherwiſe incumber, all thoſe his Manors, Meſſuages, Lands, Tenements, and Hereditaments, in the County of, *&c.* **And whereas** all and every the Premiſſes became abſolute in the ſaid *E.* Lady *N.* and her Heirs on the, *&c.* Day of, *&c.* And the ſaid *C. S.* was then abſolutely foreclоſed

of all the Equity and Benefit of Redemption whatſoever; by Reaſon of him the ſaid *C. S.* not giving Notice to the ſaid *E.* Lady *N.* but concealing from her ſeveral Mortgages to *J. P.* Gent. and *W. R.* and his Truſtees, by Vertue of the Statute in that Caſe made and provided; **And whereas** the ſaid *J. S.* hath purchaſed of the ſaid *E.* Lady *N.* and the ſaid *E.* Lady *N.* hath by Indentures of Bargain and Sale, bearing Date the, *&c.* reſpectively conveyed the Premiſſes abſolutely to the ſaid *J. S.* and his Heirs. **And whereas** the ſaid *J. S.* hath paid off, or undertaken to pay off, the ſaid other Incumbrances to the ſaid *J. B. J. H. R. M. J. C. J. B* and *W. B.* amounting to the Value of the Premiſſes: **Now this Indenture witneſſeth**, That the ſaid *C. S.* for the Conſideration aforeſaid, and for and in Conſideration of a competent Sum of Money to him, the ſaid *C. S.* at and before the Sealing and Delivery of theſe Preſents, in Hand well and truly paid by the ſaid *J. S.* the Receipt whereof he, the ſaid *C. S.* doth hereby acknowledge, and thereof acquit and diſcharge the ſaid *J. S.* by theſe Preſents, hath granted, releaſed, and confirmed, and by theſe Preſents doth grant, releaſe, and confirm, unto the ſaid *J. S.* his Heirs and Aſſigns, and all, *&c.* all and every true Manors, Meſſuages, Lands, Tenements, and Hereditaments, whatſoever of him, the ſaid *C. S.* or wherein or whereunto he hath any Right, Title, Intereſt, Claim, or Demand, whatſoever, either in Law or Equity in the ſaid County of *B.* and all his Right, Title, Intereſt, Claim and Demand, Power, Benefit and Equity, or Pretence of Equity, of Redemption whatſoever, of, in and to the Premiſſes, and every Part of them, **To have and to hold** the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and all

Releaſes.

The Lands parcelled.

Habend.

and

and ſingular other the Premiſſes with their Appurtenances unto the ſaid *J. S.* his Heirs and Aſſigns, to the only Uſe and Behoof of the ſaid *J. S.* his Heirs and Aſſigns for ever, abſolute, without any Truſt or Defeazance whatſoever: **And whereas** all the Goods, Chattels and perſonal Eſtates of the ſaid *C. S.* in the County of *B.* were and are charged with a Writ of Execution delivered to the Sheriff of the ſaid County of *B.* he the ſaid *C. S.* for the Conſiderations aforeſaid, hath bargained, ſold and delivered, and by theſe Preſents doth bargain, ſell, and deliver unto the ſaid *J. S.* All and every the Goods and Chattels whatſoever of him the ſaid *C. S.* or to or in which he hath any Right, Title, or Intereſt whatſoever, **To have and to hold** to the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns for ever; And the ſaid *C. S.* for himſelf and his Heirs, doth covenant, promiſe, grant and agree to and with the ſaid *J. S.* by theſe Preſents, that the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments are free and diſcharged of and from all and every the Charges, Titles and Incumbrances whatſoever by him done, committed or ſuffered (except the above-mentioned Incumbrances) And that he the ſaid *C. S.* his Heirs and Aſſigns, and all and every Perſon and Perſons whatſoever, claiming or to claim from, by, or under him, ſhall and will from Time to Time, and at all Times hereafter within the Space of ſeven Years, at the Coſts and Charges in the Law of the ſaid *J. S.* his Heirs and Aſſigns make, do, acknowledge, ſuffer and execute all and every Act and Acts, Thing and Things, Conveyances and Aſſurances in the Law for the further, better, and more perfect aſſuring and confirming of all and every the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments, with their

The Goods in Execution.

Releaſes.

The Bargain and Sale of the Goods.

Mortgagor covenants that the Eſtate is free from Incumbrance, except the Incumbrance which is recited.

And for further Aſſurance.

and every of their Appurtenances unto the ſaid *J. S.* his Heirs and Aſſigns, as by the ſaid *J. S.* his Heirs or Aſſigns, or by his or their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed or required.

A Mortgage of a Term of 99 Years determinable on three Lives, ſubject to Redemption on Payment of a Sum of Money.

THIS INDENTURE made, *&c.* Between *G. H.* of *G.* in the County of *S.* Eſq; *T.* and *B. H.* Gent. Brothers of the ſaid *T. H.* of the one Part, and *B. K.* of, *&c.* Eſq; of the other Part; WITNESSETH, That for and in Conſideration of the Sum of 1500 *l.* of lawful Money of *England* by the ſaid *R. K.* to the ſaid *G. H. T. H.* and *B. H.* in hand well and truly paid at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof they do hereby acknowledge, and thereof acquit, releaſe and diſcharge the ſaid *R. K.* by theſe Preſents, they the ſaid *G. H. T.* and *B. H.* have and each of them hath demiſed, granted, and to Farm let, and by theſe Preſents do, and each of them doth demiſe, grant, and to Farm let, unto the ſaid *R. K.* All that, *&c.* and all the arable Lands, Meadows, Paſtures, Ways, Commons and Commodities to the ſaid Manor and Farm of, *&c.* appertaining, together with the Services of the Tenants, not extended into Money, and the Tithe-Corn of the Demeaſn-Lands of the Manor and Farm aforeſaid, except and reſerved unto the Reverend Father and his Succeſſors, the Biſhop of *W.* (of whom

whom the ſaid Premiſſes are holden for the Lives of the ſaid *G.* and *T. H.*) all Rent of Aſſize, Works of Tenants extended into Money, Wards, Marriages, Reliefs, Fines, Heriots, Woods, Underwoods, Perquiſites of Courts and Law-days, Pannage of Hogs, as well of the Tenants, as other Eſcheats, Forfeitures, and other Cuſtoms and Appurtenance not before demiſed, nor let by theſe Preſents.) **To have and to hold** the ſaid Site of the Manor and Farm aforeſaid, with the arable Lands, Meadows, Paſtures, and all other the Premiſſes, with the Appurtenances (except as before excepted) unto the ſaid *R. K.* his Executors, Adminiſtrators and Aſſigns for and during the Term of 99 Years, from henceforth next enſuing, and fully to be compleat and ended, if the ſaid *G.* and *T. H.* ſhall ſo long live, ſubject to the Payment of the annual Rents of 20 *l.* and 40 *s.* to the ſaid Lord Biſhop reſerved; **Provided always**, and upon this Condition nevertheleſs, That if they the ſaid *G. H. T.* and *R. H.* their Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *R. K.* his Executors, Adminiſtrators or Aſſigns the Sum of 1500 *l.* of lawful Money of *England*, with legal Intereſt for the ſame from henceforth upon the, *&c.* Day of, *&c.* next enſuing the Date of theſe Preſents, at or in, *&c.* without any Deduction, Defalcation or Abatement whatſoever, for or by Reaſon of any Taxes Charges or Impoſitions, or otherwiſe howſoever, then this preſent Indenture and Demiſe, and every Matter or Thing herein contained ſhall ceaſe, determine, and become utterly void, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *G. H. T.* and *B. H.* for themſelves, and

Habend. for 99 Years determinable on the Death of *G. H. T. H.* and *B. H.*

Proviſo, If *G. H. T. H.* and *B. H.* pay 1500 l. and Intereſt, to *R. K.* the Mortgage to be void.

G. T. and *B. H.* covenant to pay the Money.

and their reſpective Heirs, do, and each of them doth covenant, promiſe, grant and agree to and with the ſaid *R. K.* by theſe Preſents, That they the ſaid *G. H. T.* and *B. H.* their Executors, Adminiſtrators and Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *R. K.* his Executors, Adminiſtrators or Aſſigns, the Sum of 1500 *l.* with legal Intereſt for the ſame from henceforth at the Time and Place in the above-mentioned Proviſo appointed, for the Payment thereof without any Deduction or Abatement as aforeſaid; And the ſaid *G. H. T.* and *B. H.* for themſelves, and for their Heirs do jointly and ſeverally covenant, promiſe, grant and agree, to and with the ſaid *R K.* by theſe Preſents, that (for and notwithſtanding any Act, Matter or Thing whatſoever by them, or either of them had made, done, ſuffered or committed, to the contrary) they the ſaid *G. H. T.* and *B. H.* at the Time of the Execution of theſe Preſents, hath good Right, Title, and full Power and Authority to grant the ſaid Site of the Manor and Farm with the Appurtenances herein before demiſed to the ſaid *R. K.* in Manner aforeſaid, And that they the ſaid *G. H. T.* and *B. H.* have not or hath granted, aliened, aſſigned, or otherwiſe incumbred the ſaid Premiſſes in Title, Charge, Eſtate, or otherwiſe howſoever; And that (for and notwithſtanding any Act, Matter or Thing, had, made, committed or done by the ſaid *G. H. T.* and *B. H.* or either of them as aforeſaid) the ſaid *R. K.* his Executors, Adminiſtrators or Aſſigns ſhall and may from and after Default ſhall happen to be made in Payment of the ſaid 1500 *l.* with legal Intereſt at the Time and Place aforeſaid enter upon all and ſingular the ſaid Premiſſes with the Appurtenances, and the ſame from thenceforth peaceably and

And notwithſtanding any Act by them due, they have Power to grant.

And have not aſſigned or incumbred the Premiſſes.

And that the Mortgagee, after Default of Payment, may enter upon and enjoy the Premiſſes.

and quietly to have, hold, poſſeſs and enjoy, and the Rent, Iſſues and Profits thereof to take and receive to his and their own Uſe during all the then Reſt and Reſidue of the aforeſaid Term of *99* Years determinable as aforeſaid, without the Let, Suit, Trouble or Interruption of them the ſaid *G. H. T.* and *B. H.* their or either of their Executors or Adminiſtrators, or any other Perſon or Perſons, claiming from, by, or under them or any of them; **And further**, that they the ſaid *G. H. T.* and *B. H.* their Executors, *&c.* and all and every other Perſon or Perſons any Eſtate having as lawfully claiming, from, by, or under them, of, in, and to the aforeſaid Premiſſes, with the Appurtenances, ſhall and will from Time to Time, and at all Times after Default ſhall happen to be made in Payment of the ſaid Sum of 1500 *l.* with legal Intereſt as aforeſaid, at the Requeſts, Coſts and Charges of the ſaid *R. K.* his Executors, Adminiſtrators and Aſſigns, make do and ſuffer any Act or Acts, Thing or Things, Conveyances and Aſſurances in the Law for the further, better, and more perfect aſſuring and conveying the ſaid Manor, Meſſuage, Lands, Tenements, Hereditaments and Premiſſes, with the Appurtenances, unto the ſaid *R. K.* his Executors, Adminiſtrators and Aſſigns (except before excepted) for and during all the then Reſt and Reſidue of the ſaid Term of *99* Years determinable as aforeſaid, as by his or their Counſel learned in the Law ſhall reaſonably be deviſed, adviſed or required.

And that the Mortgagee (after ſuch Default) ſhall make further Aſſurance.

In Witneſs, &c.

A Mort-

A Mortgage by Way of Aſſignment of a Church-Leaſe (with Recital thereof) for ſecuring 450 l. *and Intereſt, and alſo an Annuity of* 60 l. per Annum, *during the Life of one of the Mortgagees.*

THIS Indenture, *Tripartite* made, *&c.* Between *T. K.* of, *&c.* of the firſt Part, *D. S.* of the ſecond Part, and *T. S.* of, *&c.* of the third Part: Whereas the Dean and Chapter of the Cathedral Church of *Chriſt*, of King *Henry* the 8*th's* Foundation, by their Indenture of Leaſe under their Common Seal, bearing Date, *&c.* laſt paſt, before the Date of theſe Preſents, Did by and with their Whole and Common Aſſent and Conſent, demiſe, grant, and to Farm let unto the ſaid *T. K.* All, *&c.* (the Parcels) To have and to hold unto the ſaid *T. K.* his, *&c.* from the Feaſt of, *&c.* laſt paſt, before the Date of theſe Preſents, unto the End and Term of 21 Years from thence next enſuing, and fully to be compleat and ended, at and under the yearly Rent of 17 *l.* in Money and Corn payable as therein is mentioned, as in and by the ſaid recited Indenture of Leaſe, Relation being thereunto had, may appear: Now this Indenture Witneſſeth, That the ſaid *T. K.* as well in Performance on his Part of certain Articles of Agreement *Tripartite* indented, bearing Date the, *&c.* laſt paſt, before the Date of theſe Preſents, made between the ſaid *D. S.* of the firſt Part, the ſaid *T. K.* of the ſecond Part, and the ſaid *T. S.* of the third Part, And for the ſecuring the Payment of the Sum of 450 *l.* of lawful, *&c.* and

Recital of the Leaſe.

In Performance of certain Articles of Agreement, *&c.*

the Intereſt thereof, in ſuch Manner as is hereinafter mentioned (which ſaid 450 *l.* is the ſame 450 *l.* in the ſaid Articles ſpecified) As alſo for the ſecuring of one Annuity or yearly Sum of 60 *l.* unto her the ſaid *D. S.* during the Term of her natural Life, **Hath** granted, bargained, ſold, aliened, aſſigned, and ſet over, and by theſe Preſents doth grant, bargain, ſell, alien, aſſign, and ſet over, unto the ſaid *D. S.* and *T. S.* their, *&c.* as well the ſaid recited Indenture of Leaſe, and the ſaid Parſonage of *F.* and all Houſing, Glebe Lands, Tithes, Profits, Commodities and Appurtenances whatſoever thereunto belonging, by the ſaid Indenture of Leaſe demiſed; **As alſo** all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Profit, Property, Reverſion, Tenant-Right, Claim, and Demand whatſoever, of him the ſaid *T. K.* his Executors and Adminiſtrators, of, in, and to the ſame: **To have and to hold** the ſaid recited Indenture of Leaſe, Parſonage, Glebe Lands, Tithes, and all and ſingular other the Premiſſes herein before granted, bargained, ſold, aliened, aſſigned and ſet over, or herein or hereby meant, mentioned or intended ſo to be, with their and every of their Appurtenances, and every Part and Parcel of the ſame, unto the ſaid *D. S.* and *T. S.* their, *&c.* from henceforth forwards, for and during all the Reſidue and Remainder of the ſaid Term of 21 Years in and by the ſaid recited Indenture of Leaſe granted, which are now thereof to come and unexpired, and fully to be compleat and ended; **Provided** always, and theſe Preſents are upon Condition, nevertheleſs, That if the ſaid *T. K.* his, *&c.* do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *D. S.* and *T. S.* their, *&c.* the full Sum of 469 *l.* 3 *s.* 4 *d.* of lawful, *&c.* without any Deduction

Proviſo to be void on Payment of ſo much Money to one of the Mortgagees, and ſo much to the other.

duction, for or in reſpect of any Taxes, in Manner and Form following (that is to ſay) 156 *l.* 13 *s.* 4 *d.* of like Money, Part thereof, unto the ſaid *D. S.* her, *&c.* on, *&c.* next enſuing, the Date of theſe Preſents, 52 *l.* 1 *s.* 8 *d.* more thereof, unto the ſaid *D. S.* on, *&c.* then next coming; And the Sum of 260 *l.* 8 *s.* 4 *d.* Reſidue, and in full thereof, unto the ſaid *T. S.* his, *&c.* on, *&c.* now next coming; And alſo upon this further Condition, That if the ſaid *T. K.* his, *&c.* do and ſhall yearly and every Year, during the Term of the natural Life of her the ſaid *D. S.* well and truly pay, or cauſe to be paid unto the ſaid *D. S.* or her Aſſigns, at or in the common Dining-Hall of the *Middle-Temple, London*, one Annuity annual or yearly Sum of 60 *l.* of lawful, *&c.* at the four uſual Feaſts or Quarter-Days in the Year, *viz.* the, *&c.* by even and equal Portions, and that without any Deduction, Defalcation or Abatement whatſoever, for or by Reaſon of any Taxes, Rates, Aſſeſſments or Impoſitions now or hereafter to be laid, rated, aſſeſſed, taxed, or impoſed upon the ſaid Annuity or yearly Sum of 60 *l.* or upon her the ſaid *D. S.* or her Aſſigns in reſpect thereof; The firſt quarterly Payment thereof to begin, and to be made on, *&c.* That then and from thenceforth, and at all Times afterwards, this preſent Indenture ſhall be void and of none Effect, to all Intents and Purpoſes, as if the ſame had never been made; and the ſaid recited Indenture of Leaſe ſhall be redelivered to him the ſaid *T. K.* ſafe, whole, and uncancelled; This Indenture, or any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *T. K.* for himſelf, his, *&c.* and for every of them doth covenant, promiſe, grant and agree, to and with the ſaid *D. S.*

and *T. S.* and either of them, their, and either of their, *&c.* by theſe Preſents in Manner and Form following (that is to ſay) That he the ſaid *T. K.* his, *&c.* ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *D. S.* and *T. S.* their, *&c.* the ſaid Sum of 469 *l.* 3 *s.* 4 *d.* by the ſeveral Proportions, Sum and Sums of Money, and on the ſeveral Days and Times herein before limited and appointed for Payment thereof without Deduction as aforeſaid; And alſo ſhall and will well and truly pay or cauſe to be paid unto the ſaid *D. S.* her, *&c.* the ſaid Annuity or yearly Sum of 60 *l.* yearly and every Year, during the natural Life of the ſaid *D. S.* at the Place aforeſaid on the ſeveral Feaſts or Quarter-days herein before limited or appointed for Payment thereof; and that without any Deduction, Defalcation or Abatement as aforeſaid, according to the true Intent and Meaning of theſe Preſents. And that from and after Default ſhall be made of, or in Payment of the ſaid Sum of 469 *l.* 3 *s.* 4 *d.* or any Part thereof, on the Day or Days herein before limited; or of or in Payment of the ſaid Annuity or yearly Sum of 60 *l.* or any Part thereof, on any the Feaſts or Quarter-days herein before limited in any of the ſaid Caſes, it ſhall and may be lawful to and for the ſaid *D. S.* and *T. S.* or either of them, unto whom Default ſhall happen to be made of Payment of any the Sum or Sums of Money or Annuity herein before-mentioned to be paid and payable, her, his, and their Executors, Adminiſtrators and Aſſigns, into and upon the the ſaid Parſonage, Glebe Lands, Tithes, and all and ſingular other the Premiſſes by the ſaid Indenture of Leaſe demiſed, with the Appurtenances to enter, and the ſame together with the Rents, Iſſues, yearly, and other Profits thereof

A Covenant to enter, and quiet Enjoyment after Default.

of to have, receive, take, and enjoy to his, her, and their own proper Uſe and Behoof, without the Let, Suit, Denial, Diſturbance, Eviction or Moleſtation, or Interruption whatſoever of him the ſaid *T. K.* his Executors or Adminiſtrators, or any other Perſon or Perſons whatſoever; And that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *T. K.* his, *&c.* from Time to Time, and at all Times hereafter, well and ſufficiently ſaved, defended, kept harmleſs and indempnified of and from all and all Manner of former, and other Gifts, Grants, Mortgages, Leaſes, Aſſignments, Judgments, Recognizances, Statutes, Outlawries, Executions, Extents, Rents, Arrears of Rent; And of and from all other Eſtates, Tithes, Trouble, Charges and Incumbrances whatſoever (the Rent and Covenants in the ſaid recited Indenture of Leaſe contain'd, and which after the actual Entry of them the ſaid *D. S.* and *T. S.* or either of them, their, or either of their, *&c.* ſhall on the Tenants or Leſſees Part and Behalf grow due, to be paid, done and performed, only excepted and fore-prized) **And further**, That from and after Default of Payment, as aforeſaid, he the ſaid *T. K.* his, *&c.* ſhall and will at the Requeſt, proper Coſts and Charges of the ſaid *D. S.* and *T. S.* or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, do make and execute all and every ſuch further and other reaſonable and lawful Act and Acts, Thing and Things, Deviſes and Aſſurances in the Law, for the further, better, more perfect and abſolute releaſing and confirming of the ſaid recited Indenture of Releaſe and Premiſſes unto the ſaid *D. S.* and *T. S.* or the Survivor of them, his or her, *&c.* as by them the ſaid *D. S. T. S.* or the Survivor of them;

Except the Rent and Covenants in the recited Leaſe.

Further Aſſurance.

them; or the, *&c.* of ſuch Survivor, or her, his or their Counſel learned in the Law, ſhall be reaſonably deviſed or adviſed and required: **And moreover** the ſaid *T. K.* for himſelf, his, *&c.* and for every of them doth covenant, promiſe, grant and agree to and with the ſaid *D. S.* and *T. S.* and either of them, their and either of their, *&c.* by theſe Preſents, That he the ſaid *T. K.* his, *&c.* ſhall and will within the Time and Space of ſeven Years from the Feaſt-Day of, *&c.* laſt paſt, before the Date of theſe Preſents, or ſooner, at his or their own proper Coſts and Charges, take a new Leaſe or renew the Term, Eſtate and Intereſt in the ſaid Parſonage, Glebe Lands, Tithes and Premiſſes, for the full Term of 21 Years, from the Date of ſuch new Leaſe, at, and under the ſame Rents and Covenants, as are by the ſaid recited Indenture of Leaſe now reſerved and contained in the Name or Names of them the ſaid *D. S.* and *T. S.* or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor in Caſe the ſaid *D. S.* ſhall be then living, or any of the ſaid Sum or Sums of Money herein before mentioned, ſhall then remain unpaid, **In Truſt** firſt for ſecuring the Payment of ſo much and ſuch of the ſaid ſeveral Sum and Sums of Money, with Intereſt for the ſame, as ſhall then remain due and unpaid, and ſubject to the Payment of the ſaid Annuity, during the Continuance thereof, and of all the Arrears, thereof; And from and after Payment and Satisfaction of the ſaid Sum and Sums of Money and Intereſt and Payment of the ſaid Annuity during the Continuance thereof, and of all Arrears for the ſame, **In Truſt** for the ſaid *T. K.* his, *&c.* And it is hereby covenanted and agreed by and between all the ſaid Parties to theſe Preſents, That in Caſe the ſaid

A Covenant to renew the Leaſe in the Names of the Mortgagees, or the Survivor within 7 Years, in caſe the Annuitant be then living, or any Part of the Money unpaid.

T. K. his, *&c.* or any of them, ſhall at any Time hereafter before the ſaid ſeveral Sum or Sums of Money with Intereſt to be paid, and whilſt the ſaid Annuity continues, or any Arrears thereof remain unpaid, refuſe or neglect, or renew ſuch Leaſe, Eſtate, Term or Intereſt in the ſaid Premiſſes within the Time aforeſaid, according to the true Intent and Meaning of theſe Preſents; but ſhall ſuffer the ſaid ſeven Years to elapſe, That then it ſhall and may be lawful to and for them the ſaid *D. S.* and *T. S.* and the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, from and after any ſuch Refuſal or Neglect to ſurrender up the preſent Leaſe, Eſtate, and Intereſt in the ſaid Premiſſes, and to renew or take a new Leaſe thereof in her, his, or their own Name or Names, and the ſaid Leaſe and Premiſſes ſhall be charged and chargeable with all ſuch Fine and other Charges and Expences which they the ſaid *D. S.* and *T. S.* or either of them, their or either of their, *&c.* ſhall or may ſuſtain or be put unto for, touching or concerning the renewing of ſuch Leaſe; And ſhall not be redeemed or redeemable, till the ſame with Intereſt or Damages for Forbearance thereof be fully paid and ſatisfied; This Indenture, or any Thing herein contained to the contrary thereof in any wiſe notwithſtanding; **And further,** it is hereby declared and agreed by and between all the Parties to theſe Preſents, That as often as the ſaid Leaſe ſhall be renewed, the ſame ſhall at all Times immediately from and after the renewing thereof, be ſubject and liable to the Truſts, Intents and Purpoſes aforeſaid; And to no other Uſe, Truſt, Intent or Purpoſe whatſoever; **Laſtly,** *Covenant for quiet Enjoyment till Default.*

The new Leaſe to be charged with the Payment of ſuch Fine and other Expences as the Mortgagees ſhall be at in renewing.

Covenant for quiet Enjoyment till Default.

In Witneſs, &c.

A Mort-

A Mortgage of a Dean and Chapter's Leaſe by the ſurviving Truſtees for the Pariſh of St. Faith, London, *by the Direction of the Miniſter and Church-wardens, and the Principal Inhabitants of the Pariſh.*

THIS Indenture, made, *&c* between *W. S.* of, *&c.* Clerk, Parſon, and Rector of the Pariſh of St. *Faith* the Virgin, lately by Act of Parliament united to the Pariſh of St. *Auguſtin*, within the City of *London*, *J. B.* of, *&c.* and *J. R.* Church-wardens of the ſaid Pariſh of St *Faith* the Virgin, Sir *E. W.* of, *&c. W. G. J. B.* and *H. H.* Pariſhioners and Inhabitants of and in the ſaid Pariſh, *F. E.* and *E. B. J. B.* and *T. M.* of the one Part, and *W. F.* of the other Part: Whereas by Indenture of Leaſe, bearing Date, *&c.* made between the Right Worſhipful *W. S.* Dr. in Divinity, Dean of the Cathedral Church of St. *Paul*, *London*, and the Chapter of the ſame Church of the one Part; And *A. C. F. E. J. M.* and *E. B. J. B.* and *J. B. R. B. J. S.* and *T. M.* Pariſhioners and Inhabitants of and in the Pariſh of St. *Faith* the Virgin, in *London* aforeſaid, of the other Part, thereby reciting a former Leaſe, bearing Date the, *&c. 1639.* made and granted by *T. W.* Dr. in Divinity, ſometime Dean of the ſaid Cathedral Church, and the Chapter of the ſame Church unto certain Perſons therein named Truſtees for the ſaid Pariſh of St. *Faith* the Virgin, of a certain Corner-Houſe or Tenement, with the Appurtenances then ſituate and being in St. *Sythe*'s Lane in the Pariſh of, *&c.* for the Term of 40 Years, at and

Recital of the Truſt for the Pariſh of St. *Faith.*

under the yearly Rent of 4 *l.* and two Capons, or 6 *s.* 8 *d.* in lieu thereof; And that the ſaid Meſſuage was burnt by the dreadful Fire in *London*; And alſo reciting that certain Perſons therein particularly named, ſurviving Truſtees for the Pariſh of St. *Faith*, did on, *&c.* obtain a Decree of the Court of Judicature erected and revived by ſeveral Acts of Parliament for Determination of Differences touching Houſes, burnt or demoliſhed by Reaſon of the ſaid Fire, whereby a Term of 40 Years was decreed to be added to the Term then in Being, by Virtue of the ſaid former Leaſe; They the ſaid *W. S.* Dr. in Divinity, then Dean, as aforeſaid, and the then Chapter of the ſaid Cathedral Church, did for the Conſiderations therein mentioned, demiſe, grant, and to Farm let unto the ſaid *A. C. F. E. J. M. E. B. J. B. R. B.* and *T. M.* All the Ground, Toft and Soil, whereon the ſaid Meſſuage or Tenement formerly ſtood, ſituate aforeſaid, in the ſaid Pariſh of, *&c.* abutting, *&c.* together with the Meſſuage or Tenement thereon then erected and built; And alſo all Ways, Lights, Eaſements, Water-courſes, Commodities and Appurtenances whatſoever to the ſaid Ground, Meſſuage and Premiſſes, belonging or in any wiſe appertaining, as the ſame was then in the Poſſeſſion of *A. W.* or his Aſſigns, To have and to hold the ſaid Ground, Meſſuage, or Tenement, and all other the demiſed Premiſſes, with the Appurtenances unto the ſaid *A. C. E. F. J. M. E. B. J. B R. B.* and *T. M.* their, *&c.* from, *&c.* laſt paſt, before the Date of the ſaid recited Indenture of Leaſe, for the Term of 49 Years from thence next enſuing, and fully to be compleat and ended, at, and under the yearly Rent of 4 *l.* 6 *s.* 8 *d.* payable quarterly, as in and by the ſaid recited Indenture of Leaſe,

Re-

Relation being thereunto had, may more fully and at large appear: And whereas ſince the Granting the ſaid Leaſe, the ſaid *A. C. J. M. J. B.* and *R. B.* are all departed this Life; the ſaid *F. E. E. B. J. B.* and *T. M.* them ſurviving, who by ſuch Survivorſhip are become intereſted and poſſeſſed of, and in the ſaid Meſſuage and Ground, with the Appurtenances, for all the Reſidue of the ſaid Term of 49 Years by the ſaid Leaſe granted, as Truſtees of the ſaid Pariſh of St. *Faith* the Virgin; And whereas the ſaid *J. B.* and *J. R.* for the Uſe, Benefit and Behoof of the ſaid Pariſh of St. *Faith*, have the Day of the Date hereof, borrowed, had and received of the ſaid *W. F.* the Sum of 200 *l.* of lawful, *&c.* to be repaid with Intereſt, at the Rate of 5 *l. per Cent. per Annum*, as is herein after limited: Now this Indenture witneſſeth, That as well at the ſpecial Inſtance and Requeſt, and by the Direction, Nomination and Appointment of the ſaid *W. S.* Parſon and Rector of the Pariſh of St. *Faith*, and of the ſaid *J. B.* and *J. R.* Churchwardens of the ſaid Pariſh; and alſo of the aforeſaid Sir *E. W. W. G. J. B.* and *H. H.* Pariſhioners of the ſaid Pariſh, teſtified by their being made Parties to theſe Preſents, and by their Signing and Sealing thereunto, and by the Conſent of the major Part of the Pariſhioners and Inhabitants of the ſaid Pariſh; and alſo for and in Conſideration of the ſaid Sum of 200 *l.* to them the ſaid *J. B.* and *J. R.* in Hand, at or before the Sealing and Delivery of theſe Preſents by the ſaid *W. F.* well and truly paid, the Receipt whereof they the ſaid *J. B.* and *J. R.* do hereby acknowledge, and thereof, and of every Part thereof do acquit, exonerate, and for ever diſcharge the ſaid *W. F.* his, *&c.* by theſe Preſents; and alſo for and in Conſideration of the Sum of

5 *s.* of lawful Money of *England* to the ſaid *F. E. E. B. J. B.* and *T. M.* in Hand, at or before the Sealing and Delivery of theſe Preſents by the ſaid *W. F.* well and truly paid, the Receipt whereof is hereby likewiſe acknowledged, They the ſaid *F. E. E. B. J. B.* and *T. M.* have bargained, ſold, aliened, transferred, aſſigned, and ſet over, and by theſe Preſents do, and every of them doth fully and abſolutely bargain, ſell, alien, transfer, aſſign, and ſet over unto the ſaid *W. F.* his, *&c.* as well the ſaid laſt recited Indenture of Leaſe, and the ſaid Toft, Soil, Ground, Meſſuage and Premiſſes hereby demiſed, with Appurtenances, and every Part and Parcel thereof; **And alſo** all the Eſtate, Right, Title, Intereſt, Term of Years to come and unexpired, Truſt, Uſe, Benefit, Property, Claim and Demand, whatſoever of them the ſaid *F. E. E. B. J. B.* and *T. M.* and every of them, their, and every of their, *&c.* of, in, and to the ſame, by Force, Vertue, or Means of the ſaid recited Indenture of Leaſe, or otherwiſe howſoever, together with all Counterparts of Leaſes, and other Writings whatſoever, touching or concerning the ſaid Premiſſes, which they or any of them have in their Cuſtody; **To have and to hold** the ſaid recited Indenture of Leaſe and the ſaid Toft, Soil, Ground, Meſſuage, or Tenement and Premiſſes thereby demiſed, and all and ſingular other the Premiſſes herein and hereby bargained, ſold, aliened, transferred, aſſigned, and ſet over, or herein or hereby meant, mentioned, or intended ſo to be, with their and every of their Appurtenances and every Part and Parcel thereof, unto the ſaid *W. F.* his, *&c.* henceforth forwards, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of 49 Years, in and by the ſaid Indenture of Leaſe granted, which are yet

The Truſtees aſſign the Premiſſes in Mortgage.

to

to come and unexpired, and fully to be compleated and ended, in as large, ample and beneficial Manner, to all Intents, Conſtructions, and Purpoſes whatſoever, as they, the ſaid *F. E. E. B. J. B.* and *T. M.* their, *&c.* or the ſaid *W. S. J. B.* and *J. R.* or any other Rector, Churchwardens, Pariſhioners, and Inhabitants of the ſaid Pariſh of St. *Faith* the Virgin, their Succeſſors or Aſſigns, might or ought to have had, held, and enjoyed the ſame Premiſſes, if theſe Preſents had never been had or made. **Provided always**, and upon Condition nevertheleſs, That if the ſaid *F. E. E. B. J. B.* and *T. M.* or the ſaid *W. S. J. B.* and *J. R.* or any other Rector, Churchwardens, Pariſhioners, and Inhabitants, of the ſaid Pariſh of St. *Faith* the Virgin aforeſaid, or their Succeſſors, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *W. F.* his, *&c.* the full Sum of 210 *l.* of lawful, *&c.* in Manner and Form following, (that is to ſay,) *&c.* And that without Deduction, Defalcation, or Abatement whatſoever, that then and from thenceforth theſe Preſents ſhall ceaſe, determine, and become void, fruſtrate, and of none Effect, as if the ſame had never been had or made, this Indenture, or any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *F. E. E. B. J. B.* and *T. M.* each and every of them, by and for himſelf ſeverally, and not jointly, and for his ſeveral and reſpective, *&c.* and not one for another, or one for the, *&c.* or for the Act and Deed of another, doth covenant, promiſe, and grant to and with the ſaid *W. F.* his, *&c.* and every of them by theſe Preſents in Manner and Form following, (that is to ſay,) That the ſaid recited Indenture of Leaſe, for and notwithſtanding any Act or Thing by them, or any of them, or by any other Perſon, by or with

Proviſo to be void on Payment of 200 *l.* and Intereſt.

A Covenant that the Leaſe is good and valid.

their Conſent, Privity, or Knowledge, done, committed, or ſuffered, to the contrary, at the Time of the Sealing and Delivery of theſe Preſents, is good, valid, and effectual, in Law for all the Reſidue of the Term hereby granted, and now is and ſtandeth in full Force and Effect, for all the Reſidue of the ſaid Term: And that (for and notwithſtanding any ſuch Act or Thing, as aforeſaid) they, the ſaid *F. E. E. B. J. B.* and *T. M.* now have in themſelves full Power, good Right, true Title, and lawful Authority, to bargain, ſell alien, transfer, aſſign, and ſet over, the ſame Leaſe and Premiſſes unto the ſaid *W. E.* his, *&c.* in Manner and Form aforeſaid: And that for and notwithſtanding any ſuch Act or Thing, as aforeſaid) it ſhall and may be lawful to and for the ſaid *W. F.* his, *&c.* from and after Default ſhall be made of or in Payment of the ſaid Sum of 210*l.* or any Part thereof at the Days and Times before limited into the ſaid Meſſuage, or Tenement and Premiſſes, to enter and peaceably to have, hold, uſe, occupy, poſſeſs, and enjoy, the ſame, and the Rents, Iſſues, and Profits, thereof to have, receive, and take to, his and their own proper Uſe and Behoof for and during all the Reſidue and Remainder of the ſaid Term of 49 Years, in and by the ſaid recited Indenture of Leaſe granted, without any Let, Denial, or Interruption, whatſoever, of them, the ſaid *F. E. E. B. J. B.* and *T. M.* or any of them, their, or any of their, *&c.* or any other Perſon or Perſons lawfully claiming, or to claim, by, from, or under them, or any of them, their, or any of their Act, Means, Default, Privity, or Procurement, freed, acquitted, and diſcharged, or otherwiſe, by them, the ſaid *F. E. E. B. J. B.* and *T. M.* their, *&c.* ſaved, defended, kept harmleſs, and indempnified of and from all, and all Manner

And that in Default of Payment of the Money according to the Proviſo, the Mortgagee may enter and enjoy the Premiſſes free from Incumbrances.

ner of former, and other Gifts, Grants, Leaſes, Aſſignments, Mortgages, Judgments, Statutes, Recognizances, Executions, Extents, Rents, Arrears of Rents, Forfeitures, Diſtreſſes, Re-entries, Cauſe and Cauſes of Forfeiture and Re-entry, Taxes before this Day due, and of and from all other Charges, Troubles, and Incumbrances, whatſoever, had, made, committed, ſuffered, or done, or to be had, made, committed, ſuffered, or done, by them, the ſaid *F. E. E. B. J. B.* and *T. M.* or any of them, their Executors, or Adminiſtrators, or any other Perſon or Perſons, claiming, or to claim, by, from, or under them, or any of them, (the Rents and Covenants in the ſaid recited Indenture of Leaſe contained, which from and after ſuch Default of Payment of the ſaid Sum of 210 *l.* or any Part thereof, on the Days before limited: And alſo one Indenture of Leaſe made and granted by the ſaid *A. C. F. E. J. M. E. B. J. B. R. B.* and *T. M.* of the hereby aſſigned Meſſuages and Premiſſes unto *A. W.* bearing Date, *&c.* for the Term of 47 Years, commencing at, *&c.* at and under the yearly Rent of 12 *l.* payable quarterly, only excepted and fore-prized.) And further, That from and after Default ſhall be made of Payment of the ſaid Sum of 210 *l.* or any Part thereof, at the Day herein before limited, That then the ſaid *F. E. E. B. J. B.* and *T. M.* and the Survivor and Survivors of them, their, *&c.* ſhall and will, at the Requeſt, Coſts and Charges, in the Law of the ſaid *W. F.* his, *&c.* made, do, ſuffer, and execute, all and every ſuch further, reaſonable, and lawful Act and Acts, Thing and Things, Deviſe and Deviſes, in the Law, whatſoever, for the further, better, and more perfect aſſigning, aſſuring, releaſing, and confirming, of all and ſingular the hereby aſſigned Premiſſes, with the Ap-

A Covenant for further Aſſurance in Default of Payment of the Money.

purtenances, unto the ſaid *W. F.* his, *&c.* for all the Reſt and Reſidue of the ſaid Term of 49 Years, by the ſaid recited Indenture of Leaſe granted, which ſhall be then to come and unexpired, as by the ſaid *W. F.* his, *&c.* or his or their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required: And the ſaid *J. B.* and *J. R.* and either of them, their Succeſſors, Church-wardens of the ſaid Pariſh of St. *Faith* the Virgin, for the Time being, and their Aſſigns, do hereby covenant, promiſe, and grant to and with the ſaid *W. F.* his, *&c* by theſe Preſents, That they, the ſaid *J. B.* and *J. R.* or one of them, their Succeſſors, *&c.* or ſome of them, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *W. T.* his, *&c.* the ſaid Sum of 210 *l.* at the ſeveral and reſpective Days and Times, and in ſuch Manner and Form as by the Proviſo herein before contained is limited, and that without any Deduction or Abatement whatſoever, according to the true Intent and Meaning of theſe Preſents. (*A Covenant from the Mortgagee to the Truſtees for quiet Enjoyment until Default.*)

In Witneſs, &c.

A Re-

A Releaſe with good Covenants from ſeveral Mortgagors, with Covenant to levy a Fine in Wales.

THis Indenture, *Tripartite*, made, *&c.* Between *T. H. &c.* and *M.* his Wife, *S. H.* Widow, *E. H. &c.* and *H. M. &c.* of the firſt Part, *E. A. &c.* of the ſecond Part, and *R. S.* Eſq; of the third Part, Witneſſeth, That the ſaid *T. H.* and *M.* his Wife, *S. H. E. H. H. M.* and *E. A.* for and in Conſideration of the Sum of 1000 *l.* of lawful, *&c.* to them in Hand, at or before the Sealing and Delivery of theſe Preſents by the ſaid *R. S.* well and truly paid, the Receipt whereof they and every of them do hereby acknowledge, and themſelves therewith fully ſatisfied, and thereof, and every Part thereof, do, and each of them reſpectively doth acquit, exonerate, and for ever Diſcharge, the ſaid *R. S.* his, *&c.* by theſe Preſents, have, and every of them hath, given, granted, bargained, ſold, aliened, enfeoffed, releaſed, and confirmed; and by theſe Preſents do, and every of them doth, freely, clearly, and abſolutely, give, grant, bargain, ſell, alien, enfeoff, releaſe, and confirm, unto the ſaid *R. S.* and his Heirs, in the actual Poſſeſſion of him, the ſaid *R. S.* now being by Vertue of a Bargain and Sale for the Term of one Year by Indenture, bearing Date the Day next before the Date of theſe Preſents to him made and executed; and by Force of the Statute made for tranſferring of Uſes into Poſſeſſion, all, *&c.* and alſo all other the Houſes, Meſſuages, Tenements, Cottages, Gardens, Orchards, Lands, Meadows, Paſtures, Woods, Und r woods, and Hereditaments,

ditaments, whatſoever, with their, and every of their Appurtenances of them, the ſaid *T. H.* and *M.* his Wife, *S. H. E. H. H. M.* and *E. A.* or any of them, in the ſaid ſeveral Pariſhes of, *&c.* or any of them in the ſaid ſeveral Counties of, *&c.* And they the ſaid *T. H.* and *M.* his Wife, *S. H. E. H. H. M.* and *E. A.* for the Conſiderations aforeſaid, have, and more eſpecially and particularly, the ſaid *H. M.* hath given, granted, bargained, ſold, aliened, enfeoffed, releaſed, and confirmed, and they, the ſaid Parties, by theſe Preſents do, and more eſpecially and particularly the ſaid *H. M.* doth fully, clearly, and abſolutely, give, grant, bargain, ſell, alien, enfeoff, releaſe, and confirm, unto the ſaid *R. S.* his Heirs and Aſſigns in the actual Poſſeſſion of him, the ſaid *R. S.* now being by Vertue of the beforementioned Indenture of Bargain and Sale for the Term of one Year, and by Force of the Statute aforeſaid, all that, *&c.* and alſo all Trees, Hedges, Hedge-rows, Ways, Waters, Water-courſes, Eaſements, Profits, Advantages, and Emoluments, whatſoever, unto the ſaid Meadow, called, *&c.* belonging, or in any wiſe appertaining, and the Reverſion and Reverſions, Remainder and Remainders of all and ſingular the ſaid Meſſuages, Tenements, Lands, Meadows, Paſtures, Hereditaments and Premiſſes herein before mentioned, and of every of them, with their, and every of their Appurtenances, and every Part and Parcel of the ſame, and all Rents, Reſervations, yearly, and other Profits, whatſoever, reſerved, done, or payable, or which may accrue or happen to grow due upon or by Vertue of any Demiſe or Grant, at any Time heretofore made of all or any the ſaid Premiſſes, or of any Part or Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Property, Benefit, Advan-

Advantage, Equity of Redemption, Claim and Demand whatſoever of them the ſaid *T. H* and *M.* his Wife, *S. H. E. H. H. M.* and *E. A.* and every or any of them, or of any other Perſon or Perſons in Truſt for them, or any of them, of, in and to the ſame; And all Deeds, Eſcripts and Muniments whatſoever, touching or concerning the ſaid Premiſſes, **To have and to hold** the ſaid Capital Meſſuage, and other Meſſuages, Lands, Meadows, Leaſows, Paſtures, and all and ſingular other the Premiſſes herein before given, granted, bargained, ſold, aliened, enfeoffed, releaſed and confirmed, or herein or hereby meant, mentioned or intended ſo to be, with their and every of their Appurtenances, and every Part and Parcel of the ſame unto the ſaid *R. S.* his Heirs and Aſſigns for ever, to the only proper Uſe and Behoof of him the ſaid *R. S.* his Heirs and Aſſigns for evermore; **And** the ſaid *T. H. S. H. E. H. H. M.* and *E. A.* for themſelves, their, and every of their, *&c.* and for every of them, do, and every of them doth covenant, promiſe, grant and agree to and with the ſaid *R. S.* his Heirs and Aſſigns by theſe Preſents, That they the ſaid *T. H.* and *M.* his Wife, *S. H. E. H. H. M.* and *E. A.* ſhall and will at their, ſome or one of their own proper Coſts and Charges, before the, *&c.* next enſuing the Date of theſe Preſents, acknowledge and levy in due Form of Law, before her Majeſty's Juſtices of the Court of the Grand Seſſions in *Wales*, or other proper Court or Courts for that Purpoſe, or one or more Fine or Fines, *Sur cognizance de droit come ceo, &c.* unto the ſaid *R. S.* and his Heirs, whereupon Proclamations ſhall be had and made, according to the Form of the Statute in the Caſe made and provided of all and every the ſaid Meſſuages, Cottages, Lands

Habend'.

A Covenant to levy a Fine.

Lands, Tenements and Hereditaments, and all other the Premiſſes aforeſaid, with their and every of their Appurtenances by ſuch Name or Names, Quantities, Contents, Quality of Land, and Number of Acres, and in ſuch Manner and Form as by the ſaid *R. S* his Heirs or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required, which ſaid Fine, and all and every other Fine and Fines levied, or to be levied of the Premiſſes aforeſaid, or any Part thereof between the ſaid Parties, or any of them, and the full Force and Execution of the ſame ſhall be and enure, and ſo is and are hereby declared and agreed by all the ſaid Parties to theſe Preſents to be and enure; and ſo for ever hereafter ſhall be conſtrued, adjudged, deemed and taken to be and enure, To the only Uſe and Behoof of the ſaid *R. S.* his Heirs and Aſſigns abſolutely for ever, And to no other Uſe, Intent or Purpoſe whatſoever.

The Uſes whereof are declared to the Purchaſor and his Heirs.

A Covenant, That they, ſome, or one of them are ſeized in Fee, and have Power to convey: That the Grantee ſhall quietly enjoy: That the Premiſſes are free from Incumbrances, and of the yearly Value of 100 l. ultra repriſ. *A Covenant for further Aſſurance.*

A De-

A Defeazance of the ſaid Indenture of Releaſe, whereby it is declared that ſome Part of the Premiſſes were the Inheritance of one of the Mortgagors, and the reſt of another, and were only intended for a Security of 1100*l. upon Payment whereof it is covenanted by the Mortgagee that Reconveyance ſhall be made of the Premiſſes to the reſpective Owners.*

THIS Indenture, *Quinquepartite* made, *&c.* Between *R. S.* Eſq; of the firſt Part, *T. H. &c.* of the ſecond Part, *S. H. &c.* and *E. H.* of the third Part, *H. M. &c.* of the fourth Part, and *E. A. &c.* of the fifth Part: Whereas by Indenture of Releaſe, bearing Date, *&c.* they the ſaid *T. H. S. H.* and *E. H.* in Conſideration of 600*l.* of lawful, *&c.* unto them paid and lent by *J. E.* did give, grant, releaſe and confirm unto the ſaid *J. E.* in his actual Poſſeſſion then being, by Vertue of a Bargain and Sale for the Term of Years therein mentioned, and of the Statute for transferring of Uſes into Poſſeſſion, and his Heirs and Aſſigns for ever, All, *&c.* in the ſaid Indenture of Releaſe, more particularly deſcribed, To hold unto the ſaid *J. E.* his Heirs and Aſſigns for ever, under a Proviſo for Redemption on Payment of the ſaid Sum of 600*l.* with Intereſt thereof unto the ſaid *J. E.* his Executors, Adminiſtrators or Aſſigns within the Compaſs, or at the End of three Years, in ſuch Manner as the ſame is thereby limited to be paid, as in and by the ſaid Indentures of Leaſe and Releaſe, Relation being thereunto had, may appear; And whereas by Indenture Recital. Recital.

This Recital is to ſhew the Title of one of the Grantors, who was a Mortgagee of ſome Part of the Premiſſes.

Indenture of Leaſe and Releaſe, the Leaſe bearing Date the 2d, and the Releaſe bearing Date the 3d Day of, *&c.* reciting as in and by the ſame, or one of them is recited, and that the ſaid Sum of 600 *l.* was not then paid, ſo that the Eſtate, as aforeſaid, conveyed unto the ſaid *J. E.* and his Heirs, was become abſolute, he the ſaid *J. E.* for and in Conſideration of the Sum of 600 *l.* to him paid by the Direction of the ſaid *T. H.* and alſo they the ſaid *T. H. S. H.* and *E. H.* in Conſideration of 10 *s.* of like Money to them paid, did give, grant, bargain, ſell remiſe, releaſe, quit-claim, and confirm unto the ſaid *E. A.* and his Heirs for ever, All and every the aforeſaid Meſſuages, Cottages, Cloſes, Pieces and Parcels of arable Meadow and Paſture Ground, and other Hereditaments and Premiſſes in and by the ſaid firſt mentioned Indentures of Leaſe and Releaſe formerly conveyed unto the ſaid *J. E.* as aforeſaid, with all and every their, and every of their Rights, Members, Privileges and Appurtenances, To hold unto the ſaid *E. A.* his Heirs and Aſſigns for ever, under a Proviſo or Condition in the ſaid laſt mentioned Indenture of Releaſe, contained for Redemption of the ſaid Premiſſes, on Payment of 750 *l.* of lawful, *&c.* unto the ſaid *E. A.* his, *&c.* at ſeveral Days therein and thereby limited, which are all long ſince paſt and expired: And whereas the aforeſaid 750 *l.* was not paid, according to the Limitation of the ſaid laſt mentioned Proviſo or Conveyance, whereby the ſaid Conveyance unto the ſaid *E. A.* became abſolute: And whereas by Indenture of Leaſe and Releaſe, the Leaſe bearing Date the ſecond Day, and the Releaſe the third Day of *July*, the Releaſe being of three Parts *viz.* made between the ſaid *T. H.* and *M.* his Wife, *S. H. E. H. H. M.* of the firſt Part, the ſaid

ſaid *E. A.* of the ſecond Part, and the ſaid *R. S.* of the third Part, And by Fine thereby covenanted to be levied, they the ſaid *T. H.* and *M.* his Wife, *&c.* for and in Conſideration of the Sum of 1000 *l.* of like lawful, *&c.* unto them in hand paid by the ſaid *R. S.* did give, grant, bargain, ſell, alien, enfeoff, releaſe and confirm unto the ſaid *R. S.* and his Heirs, the ſaid Meſſuages, Tenements, Lands, Meadows, Paſture, Premiſſes and Hereditaments above-mentioned; and alſo all that, *&c.* To hold unto the ſaid *R. S.* his Heirs and Aſſigns for ever, as in and by the ſaid laſt mentioned Indentures and Fine, Relation being thereunto had, may appear; **And whereas** the ſaid ſeveral Meſſuages, Lands, Meadows, Paſtures, Hereditaments and Premiſſes are intended by all the Parties to theſe Preſents, to be a Security only unto the ſaid *R. S.* for the Sum of 1000 *l.* and the Intereſt thereof after the Rate of 5 *l. per Cent. per Annum*, payable and to be paid, as herein after is mentioned; **And whereas** all the Premiſſes by the ſaid *Tripartite* Indenture of Releaſe and Leaſe next immediately preceding the ſame mentioned, except the Meadow called the, *&c.* at and before the Time of the executing of the ſaid Indenture *Tripartite* were the proper Eſtate, and Inheritance of the ſaid *T. H.* And the ſaid Meadow called the, *&c.* at and before the executing of the ſaid Indenture *Tripartite* was the proper Eſtate and Inheritance of him the ſaid *H. M.* and by particular Agreement between them the ſaid *H. M.* and *T. H.* added to the ſaid other Premiſſes, to make a more full, and ample Security for the ſaid Sum of 1000 *l.* and Intereſt, out of which ſaid Sum of 1000 *l.* was paid the Sum of, *&c.* in full Satisfaction of all Monies by Vertue of the ſaid Indenture of the third Day of, *&c.* due and

payable unto him the ſaid *E. A.* who together with the ſaid *S. H.* and *E. H.* at the Requeſt and by the Direction and Appointment of the ſaid *T. H.* and *H. M.* executed and joined in the Execution of the Conveyance of all the ſaid Premiſſes unto the ſaid *R. S.* and his Heirs: Now this Indenture witneſſeth, And the ſaid *R. S.* for himſelf, his, *&c.* and for every of them doth declare, covenant and agree to and with the ſaid *T. H.* and *H. M.* and either of them, their and either of their, *&c.* by theſe Preſent, That if the ſaid *T. H.* and *H. M.* or either of them, their, or either of their, *&c.* or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *R. S.* his, *&c.* the full Sum of 1100 *l.* of lawful, *&c.* at or in the Common Dining-Hall of the *Middle-Temple*, *London*, in Manner and Form following, *viz.* *&c.* and that without any Deduction, Defalcation or Abatement whatſoever, for or in reſpect of any Taxes, Rates, Aſſeſſments, Charges or Impoſitions whatſoever, That then and from thenceforth, and at all Times afterwards the ſaid Indenture *Tripartite*, and the Eſtate thereby and by the ſaid intended Fine, granted and perfected ſhall ceaſe, determine and be utterly void, The ſaid Indenture *Tripartite*, or any Thing therein contained to the contrary thereof in any wiſe notwithſtanding; But if Default ſhall be made in any one of the ſaid Payments contrary to the Form aforeſaid, then the ſame to remain in full Force and Virtue. And the ſaid *T. H.* and *H. M.* for themſelves, and either of them, their and either of their, *&c.* and every of them, doth covenant, promiſe, grant and agree to and with the ſaid *R. S.* his, *&c.* by theſe Preſents, That they the ſaid *T. H.* and *H. M.* or one of them, their or one of their, or ſome one of their, *&c.*

The Mortgagee covenants, That upon Payment of 1100 *l.* the Conveyances and Eſtate thereby granted ſhall be void.

The Mortgagors covenant to pay the Money.

or ſome of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *R. S.* his, *&c.* the ſaid Sum of 1100 *l.* of lawful, *&c.* at the Place, and on the ſeveral Days herein before limited, without Fraud or Delay; And that without any Deduction, Defalcation or Abatement whatſoever, according to the true Intent and Meaning of theſe Preſents. And he the ſaid *R. S.* for himſelf, *&c.* and for every of them doth covenant, promiſe, and grant to and with the ſaid *T. H.* and *H. M.* and either of them, their and either of their, *&c.* and every of them, by theſe Preſents in Manner and Form following (that is to ſay) that until Failure or Default ſhall happen to be made of Payment of the ſaid ſeveral Sums of Money, or one of them, contrary to the Covenant or Agreement above written, They the ſaid *T. H.* and *H. M.* their Heirs and Aſſigns, ſhall and may peaceably and quietly have, hold, and enjoy the ſaid Meſſuages, Lands, Tenements, and Hereditaments, and Premiſſes in the ſaid *Tripartite* Indenture mentioned, and receive and take the Rents and Profits thereof according to their reſpective former Eſtates and Intereſts therein to his and their own reſpective Uſe and Uſes, without any lawful Let, Suit, Trouble, Eviction or Interruption whatſoever of him the ſaid *R. S.* his Heirs or Aſſigns, or any other Perſon or Perſons, claiming, or which ſhall lawfully Claim any Eſtate or Intereſt in the Premiſſes aforeſaid, or any Part thereof, by, from, or under him or them; And alſo, That he the ſaid *R. S.* his, *&c.* upon Receipt of the ſaid Sum of 1100 *l.* at the Days and Times above limited, ſhall and will ſurrender, releaſe or deliver up the ſaid Indentures of Leaſe and Releaſe unto them the ſaid *T. H.* and *H. M.* or one of them, their, or one of their Heirs or Aſſigns, And at the reaſona-

ble Requeſts, Coſts and Charges of them the ſaid *T. H.* and *H. M.* their Heirs or Aſſigns, ſhall and will make ſuch Re-conveyance or Releaſe of the Premiſſes aforeſaid, with the Appurtenances, unto them the ſaid *T. H.* and *H. M.* their reſpective Heirs and Aſſigns, *viz.* of all the ſaid Premiſſes, except the ſaid, *&c.* aforeſaid, unto the ſaid *T. H.* his Heirs and Aſſigns, and of the ſaid Meadow unto him the ſaid *H. M.* his Heirs and Aſſigns, or unto ſuch other Perſon or Perſons, as he, they, or any of them ſhall direct or appoint, As they the ſaid *T. H.* and *H. M.* or either of them, their or either of their Heirs or Aſſigns, or his or their Counſel Learned in the Law ſhall reaſonably deviſe, adviſe or require, And from and after Payment of the ſaid Sum of 1100 *l.* and until ſuch Re-conveyance or Releaſe executed, That he the ſaid *R. S.* his Heirs and Aſſigns, or other Cogniſee or Cogniſees in the Fine by the ſaid Indenture *Tripartite* covenanted to be levied, his and their Heirs ſhall and will from and after ſuch Payment, as aforeſaid, ſtand and be ſeized of the ſaid Premiſſes; And the ſaid Fine ſhall thenceforth enure to the Uſes following, (that is to ſay) As to all the ſaid Premiſſes, except the ſaid, *&c.* To the Uſe and Behoof of the ſaid *T. H.* his Heirs and Aſſigns, And as to the ſaid, *&c.* to the Uſe and Behoof of the ſaid *H. M.* his Heirs and Aſſigns for ever; and to and for no other Uſe, Intent or Purpoſe whatſoever; **And laſtly**, The ſaid *T. H.* and *H. M.* for themſelves, and either of them, their, and either of their, *&c.* and for every of them, do covenant, promiſe, grant and agree to and with the ſaid *S. H. E. H.* and *E. A.* and every of them, their and every of their, *&c.* by theſe Preſents, That they the ſaid *T. H.* and *H. M.* their, and either of their, *&c.* ſhall and will

The two principal Mortgagors covenant to ſave the former Mortgagee, and the other Grantors harmleſs from the Covenants in the preceeding Conveyance.

will from Time to Time, and at all Times hereafter ſave, defend, keep harmleſs and indempnified, them the ſaid *S. H. E. H.* and *E. A.* and every of them, their and every of their Perſon and Perſons, Goods, Chattels, Lands and Tenements, of, and from the Grants, Covenants and Agreements in the ſaid Indenture *Tripartite* contained, and of and from all Actions, Suits, Coſts, Charges and Damages whatſoever, touching or concerning the ſame (Actions, Suits, Coſts and Damages for her, his or their wilful Breach or contravening of any the ſaid Grants, Covenants or Agreements, or any of them only excepted.)

In Witneſs, &c.

A Releaſe from the eldeſt Son and Heir to a younger Son, who was Deviſee of the Land by the Father's Will, who diſinherited the eldeſt Son, and left him only an Annuity out of the releaſed Premiſſes, in Purſuance of a Decree in Chancery, 1692.

THis Indenture made, *&c.* Between *R. E.* Gent. Son and Heir of *J. E.* late of, *&c.* deceaſed, of the one Part, and *T. E.* of, *&c.* ſecond Son of the ſaid *J. E.* and Brother of the ſaid *R. E.* of the other Part, Witneſſeth, That the ſaid *R. E.* in Obedience to the Laſt Will and Teſtament of the ſaid *J. E.* the Father, and in Performance of, and in Obedience to a certain Decree made in the High Court of *Chancery*, on or about the, *&c.* laſt paſt, before the Date of theſe Preſents, in a Cauſe there depending, between the ſaid *T. E.* Plaintiff, and the ſaid *R. E.* Defendant; and for and in Conſideration of the Sum of 5 *s.* of lawful Money of *England*, to the ſaid *R. E.* in Hand paid by the ſaid *T. E.* at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof he doth hereby acknowledge, Hath releaſed and confirmed, and by theſe Preſents doth releaſe and confirm unto the ſaid *T. E.* (in his actual Poſſeſſion now being) and to his Heirs, All thoſe ſeveral Meſſuages, Lands, Tenements and Hereditaments late belonging to the ſaid *J. E.* ſituate, *&c.* (which amongſt other Things) were by the ſaid *J. E.* by his Laſt Will and Teſtament in Writing bearing Date, *&c.* and ſince proved by Examination of Witneſſes thereunto

thereunto in the ſaid High Court of *Chancery* in the Cauſe aforeſaid, deviſed unto *R. E.* Relict of the ſaid *J. E.* (ſince deceaſed) for the Term of her Life, and from and after the Deceaſe of the ſaid *R.* to the ſaid *T. E.* and the Heirs Male of his Body, lawfully to be begotten; And for Default of ſuch Iſſue, to *J. E.* (ſince deceaſed) third Son of the ſaid *J. E.* deceaſed, and the Heirs Male of his Body, lawfully to be begotten, and for Default of ſuch Iſſue, to *J. E.* fourth Son of the ſaid *J. E.* deceaſed, and the Heirs Male of his Body, lawfully to be begotten; and for Default of ſuch Iſſue, to the right Heirs of the ſaid *T. E.* for ever; And all thoſe Heirs of his Body iſſuing, and for Default of ſuch Iſſue, to the ſaid *T. E.* his Heirs, *&c.* and all Ways, Eaſements, Commons, Rights and Appurtenances whatſoever to the ſaid Meſſuages, Tenements and Premiſſes, any or either of them belonging or therewith uſed, as belonging thereunto, and the Reverſion and Reverſions, Remainder and Remainders of the ſaid ſeveral Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and every of them, and every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever in Law or Equity of him the ſaid *R. E.* of, into, or out of the ſaid Meſſuages, Tenements, Lands, Hereditaments and Premiſſes, or any Part or Parcel thereof, **To have and to hold** the ſaid Meſſuages, Tenements, Lands, Hereditaments, and all and ſingular other the Premiſſes herein before-mentioned, and intended to be hereby releaſed and confirmed, and every Part and Parcel thereof, with their and every of their Appurtenances unto the ſaid *T. E.* and his Heirs to the Uſes following (that is to ſay) as for and concerning all and every the Premiſſes,

Mention of the Father's Will, who deviſes the Eſtate to his Wife for Life, Remainder to his 2d Son in Tail-male.

Remainder in like Manner to the 3d and 4th Sons.

Remainder to the right Heirs of the 2d Son.

Habend. to the ſeveral Uſes purſuant to the Father's Will.

ſes, in, *&c.* to the Uſe of the ſaid *T. E.* and the Heirs of his Body lawfully to be begotten; And for Default of ſuch Iſſue, to the Uſe of the Heirs Male of the Body of the ſaid *J. E.* the Son deceaſed lawfully begotten, and for Default of ſuch Iſſue, to the Uſe of the ſaid *J. E.* and the Heirs Male of his Body lawfully to be begotten; and for want of ſuch Iſſue to the Uſe of the Right Heirs of the ſaid *T. E.* for ever; and as for and concerning the, *&c.* to the Uſe of the Heirs of the Body of the ſaid *J. E.* the Son deceaſed; and for want of ſuch Iſſue to the Uſe of the ſaid *J. E.* and the Heirs of his Body iſſuing; and for Default of ſuch Iſſue, to the Uſe of the ſaid *T. E.* his Heirs and Aſſigns for ever; And as for and concerning all and every the ſaid Meſſuages in, *&c.* and deviſed to the ſaid *T. E.* and his Heirs for ever, to the Uſe of the ſaid *T. E.* his Heirs and Aſſigns for ever: **Upon Truſt** nevertheleſs, and upon this expreſs Condition, That the ſaid *T. E.* his Heirs and Aſſigns, do and ſhall well and truly pay, or cauſe to be paid, to the ſaid *R. E.* the yearly Sum of 100 *l. per Annum*, for the Term of his natural Life deviſed to him by the ſaid Laſt Will of the ſaid *J. E.* the Father, and do and ſhall alſo pay, or cauſe to be paid, to *A. C.* Daughter of the ſaid *J. E.* the Father, the yearly Sum of 30 *l. per Annum*, for the Rent of her natural Life, deviſed to her by the ſaid Will. The ſaid ſeveral yearly Sums of 100 *l. per Annum* and 300 *l. per Annum*, to be paid at ſuch Time and Times, and at ſuch Place, and in ſuch Manner as the ſame are appointed to be paid reſpectively, in and by the ſaid Laſt Will of the ſaid *J. E.* the Father, and in Performance thereof, and of the Truſt and Condition therein declared and contained concerning the ſame, it being hereby further provided,

Upon Truſt that 2d Son pay the Annuity left by the Father to the eldeſt Son.

And another Annuity to a Daughter.

It is provided, that this Releaſe ſhall be no extinguiſhment of the Annuities.

ded, and alſo declared and agreed by and between all and every the Parties to theſe Preſents, That theſe Preſents, or any Thing herein contained, ſhall not be, or be conſtrued, or taken, to be any Releaſe or Extinguiſhment, or be any Ways made uſe of for the Releaſing or Extinguiſhing of the ſaid yearly Rent or annual Sums of 10 *l. per Annum*, and 30 *l. per Annum*, or either of them, granted or deviſed to the ſaid *R. E.* and *A. C.* ſeverally and reſpectively for their Lives, as aforeſaid, by the laſt Will and Teſtament of the ſaid *J. E.* the Father, or any Truſt or Condition for or touching the Payment or Recovery of them or either of them; but that the Payment thereof, and all ſuch Truſts rnd Securities for Payment thereof, ſhall and are to remain, continue, and be of the ſame Effect and and Power to all Intents and Purpoſes, as if theſe Preſents had not been made. **And further**, That the Aſſurance hereby made of the Premiſſes, ſhall be and enure in the firſt Place for the corroborating, ſtrengthning and making good the ſaid ſeveral Deviſes and Securities for Payment of the ſaid 100 *l. per Annum*, and 30 *l. per Annum*, under the Conditions aforeſaid, any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding; And the ſaid *R. E.* for himſelf, his, *&c.* doth for the Conſiderations aforeſaid, covenant, promiſe, grant and agree to and with the ſaid *T. E.* and his Heirs, by theſe Preſents, That he the ſaid *R. E.* ſhall and will at any Time within the Space of 12 Months next enſuing the Date hereof, upon the reaſonable Requeſt, and at the Coſts and Charges in the Law of the ſaid *T. E.* or his Heirs, well and effectually in the Law, ſurrender into the Hands of the Lord or Lords of the Manors of, *&c.* in the ſaid County of *H.* according to the Cuſtom

Covenant to ſurrender the Copyhold.

ſtom of the ſaid Manor; All that Meſſuage or Tenement, with the Courts, Orchards, Gardens and Appurtenances thereunto belonging, ſituate, *&c.* within the Manor aforeſaid, holden of the Manor aforeſaid, by Copy of Court-Roll, and deſcended to the ſaid *R. E.* according to the Cuſtom of the ſaid Manor, as Son and Heir of the ſaid *J. E.* his ſaid late Father deceaſed, and all other the Copyhold or Cuſtomary Lands, holden of the Manor aforeſaid, which deſcended from the ſaid *J. E.* deceaſed, to him the ſaid *R. E.* and all the Eſtate, Right, Title, Intereſt, Claim and Demand of him the ſaid *R. E.* therein, and thereunto, to the Uſe of the ſaid *T. E.* and his Heirs, to be had and holden by him the ſaid *T. E.* and his Heirs, according to the Cuſtom of the Manor aforeſaid, under the Rents and Services therefore due and accuſtomed, diſcharged of all Incumbrances in Title, Charge, or otherwiſe done or committed by him the ſaid *R. E.* And in the mean Time, and until ſuch Surrender made, That he the ſaid *R. E.* his Heirs or Aſſigns, ſhall and will hold the ſaid Copyhold Premiſſes, in Truſt for the ſaid *T. E.* his, *&c.* by theſe Preſents, That he the ſaid *R. E.* hath not at any Time heretofore made, done, or committed, any Act, Matter or Thing whatſoever, whereby, or wherewith the ſaid Meſſuages, Tenements, Lands, Hereditaments and Premiſſes herein before-mentioned and intended to be hereby releaſed or conveyed, or any Part or Parcel thereof, are, ſhall, or may be impeached or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever.

The Releaſe or Covenants, That he hath done no Act to incumber.

In Witneſs, &c.

Opinions

Opinions touching this Releaſe.

I *Think it is dangerous for* R. *to releaſe the Lands out of which his Annuity of* 100 l. per Annum *doth Iſſue, notwithſtanding the Proviſo at the End of this Draught; But* R. *and* T. *may join in a Conveyance of all the Lands (out of which the Annuity is by the Will to iſſue) to* J. S. *and his Heirs to the Intent that* R. *may have the* 100 l. *per* Annum, *and the Lands, ſubject to the ſaid Rent, to the Uſe of* T. *and his Heirs.*

A. B.

The Rent is not iſſuing out of the Lands, releaſed, &c. But is reſerved only by a Truſt and Condition, That the Deviſee of the Lands, ſhall pay 100 l. per Annum *to the Deviſee of the Rent, upon Condition, That he releaſe unto the Deviſees of the Land; ſo he muſt releaſe to entitle himſelf to the Rent, and to the Condition and Truſt for Payment of it. Therefore I know no better Way to pen this Releaſe than by a Saving of the Truſt and Condition (put in the Will) by the Proviſo at the End of this Draught.*

There can be no Conveyance made by T. *to charge the Land with a legal Security for Payment of the Rent by a Settlement to Uſes, becauſe he has ſettled the ſame upon Marriage for Jointure, &c. Therefore the Security for the* 100 l. per Annum, *muſt ſtand as by the Will.*

W. Rawlinſon.

A Re-

A Redemiſe to one of Lands for ninety-eight Years determinable on the Grantors Life, with ſpecial Covenants.

THis Indenture, made, *&c.* Between *T. B.* of, *&c.* Eſq; of the one Part, and the Right Honourable *G.* Lord Marquiſs of *H.* and Baron of *E.* of the other Part, Witneſſeth, That the ſaid *T. B.* for and in Conſideration of the Rents, Reſervations, Conditions, Covenants and Agreements herein after reſerved, expreſſed and agreed upon, and alſo in Conſideration of the Sum of, *&c.* of good and lawful Money of *England* to him the ſaid *T. B.* in hand paid, at or before the Sealing and Delivery of theſe Preſents. The Receipt whereof he the ſaid *T. B.* doth hereby acknowledge, hath bargained, ſold, demiſed, and to Farm let, and by theſe Preſents, both bargain, ſell, and to Farm let unto the ſaid *G.* Marquiſs of *H.* All, *&c.* (as in the Deed of Demiſe with ſuch Exceptions) And all and every other the Meſſuages, Lands, Tenements, and Hereditaments whatſoever, which in and by one Indenture, bearing Date the Day next before the Day of the Date of theſe Preſents made or mentioned to be made between the ſaid *G.* Marquiſs of *H.* of the one Part, and the ſaid *T. B.* of the other Part, are granted, bargained, ſold or demiſed unto the ſaid *T. B.* and his Aſſigns for the Term of, *&c.* (if the ſaid *T. B.* ſhould ſo long live) and alſo the Rents, Iſſues and Profits of all and ſingular the Premiſſes hereby demiſed, To have and to hold the ſaid Manor, Meſſuage, Lands, Tenements, Hereditaments, and Premiſſes hereby demiſed, with their and every

every of their Appurtenances unto the ſaid *G.* Marquiſs of *H.* his Executors, Adminiſtrators, and Aſſigns, from the Day of the Date of theſe preſent Indentures, for, during, and until the full End and Expiration of the Term of 98 Years, if the ſaid *T. B.* ſhall ſo long live, yielding and paying therefore yearly, and every Year, during the ſaid Term, unto the ſaid *T. B.* and his Aſſigns, at or in the, *&c.* the annual Rent of 300*l.* of good and lawful Money of *England*, at the two ſeveral Feaſts or Days of Payment in the Year, (that is to ſay,) the Feaſt of, *&c.* and the, *&c.* by even and equal Portions, without any Deduction, Defalcation, or Abatement, for or by Reaſon of any Taxes, Charges, or Impoſitions, impoſed or to be impoſed, ordinary or extraordinary, or for or by Reaſon of any other Act, Matter or Thing whatſoever; the firſt Payment thereof to be made and begin at or upon the Feaſt of, *&c.* next enſuing the Date of theſe Preſents. And the ſaid *G.* Marquiſs of *H.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth covenant, promiſe, grant, and agree to and with the ſaid *T. B.* and his Aſſigns, by theſe Preſents, That he the ſaid *G.* Marquiſs of *H.* his Heirs, Executors, and Adminiſtrators, or ſome or one of them, ſhall and will, from Time to Time, and at all Times hereafter, during the ſaid Term of 98 Years, if the ſaid *T. B.* ſhall ſo long live, well and truly pay, or cauſe to be paid, unto the ſaid *T. B.* or his Aſſigns, the ſaid yearly Rent of 300 *l.* at the Place, and ſeveral Days above appointed, for the Payment thereof, without any Defalcation, Deduction, or Abatement whatſoever, for or by Reaſon of any Taxes, Charges, or Impoſitions, impoſed, or to be impoſed, or for or by Reaſon of any other Act, Matter, or Thing, ordinary or extraordinary whatſoever:

The Rent of 300*l.* a Year.

Marquiſs covenants to pay the 300*l.*

The Marquiſs covenants to pay all Taxes.

ever: he, the ſaid *G.* Marquiſs of *H.* his Heirs, Executors, and Adminiſtrators, or ſome or one of them, ſhall and will from Time to Time, and at all Times, during the ſaid Term, pay, ſatisfy, and diſcharge, all ſuch Taxes, Charges, and Impoſitions whatſoever, as is, are, or ſhall be, laid or impoſed upon the ſaid annual Rent of 300*l.* or any Part thereof, or upon the ſaid *T. B.* or his Aſſigns, for or by Reaſon of the ſame. Provided

Proviſo, and Covenants, if the Rent be behind above 14 Days, Grantor forfeits 14*l.* for Default.

always, and the ſaid Marquiſs of *H.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth covenant and grant to and with the ſaid *T. B.* and his Aſſigns, by theſe Preſents, That if it ſhall happen that the ſaid yearly Rent of 300*l.* or any Part thereof, ſhall be behind and unpaid by the Space of 14 Days, (for and during the ſaid Term of 98 Years, if the ſaid *T. B.* ſhall ſo long live) next over or after any of the ſaid Days of Payment, upon which the ſame is ſo limited and appointed to be paid as aforeſaid; although no Demand thereof ſhall be made, That then, and in ſuch Caſe, the ſaid Marquiſs of *H.* his Heirs, Executors, Adminiſtrators and Aſſigns, ſhall for every ſuch Default forfeit and loſe the Sum of 14*l.* of lawful Money of *England*. Alſo the Sum of 7*s.* *per* Week for every Week after the ſaid 14 Days, until the Arrears of the ſaid annual Rent of 300*l.* ſhall be fully ſatisfied or paid. Provided alſo, and

Power for the Grantee to enter on the Land to diſtrain, &c. till all Arrears and Forfeitures paid.

the ſaid *G.* Marquiſs of *H.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth hereby grant to the ſaid *T. B.* and his Aſſigns, That it ſhall and may be lawful to and for the ſaid *T. B.* and his Aſſigns, into the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, hereby demiſed, and to any Part and Parcel of them to enter and diſtrain for the Arrears of the ſaid annual

annual Rent of 300 *l.* and for every of the ſaid Penalties and Forfeitures, as often as they, or any of them, ſhall happen to be behind and unpaid, and the Diſtreſs and Diſtreſſes then and there found, to take, lead, drive, and carry away, and the ſame to detain and keep until the ſaid *T. B.* and his Aſſigns, ſhall be fully ſatisfied and paid the Arrears of the ſaid annual Rent, with the Penalties and Forfeitures as aforeſaid, for the Non-payment thereof. **Provided alſo**, and the ſaid *G.* Marquiſs of *H.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth covenant and grant to and with the ſaid *T. B.* and his Aſſigns, by theſe Preſents, That if the ſaid annual Rent of 300 *l.* or any Part thereof, ſhall be behind and unpaid by the Space of 21 Days next over or after any of the Days above limited and appointed for the Payment thereof, that ſo often as the ſame, or any Part thereof, ſhall ſo be behind and unpaid, it ſhall and may be lawful to and for the ſaid *T. B.* and his Aſſigns, from Time to Time, into the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes hereby demiſed, to enter, and to receive, and take the Rents, Iſſues, and Profits of them, to his or their own Uſe or Uſes, until the ſaid *T. B.* and his Aſſigns, ſhall be well and truly ſatisfied and paid, by or out of the ſame Rents, Iſſues, and Profits, all and every the Arrearages of the ſaid annual Rents of 300 *l.* with all ſuch Penalties and Forfeitures for Non-payment of the ſame, as ſhall be then grown due, either before or after ſuch Entry, and alſo all Charges, Coſts, and Damages, which he or they ſhall then have ſuſtained, been at, or been put unto, by Reaſon of ſuch Non-payment. And the ſaid *G.* Marquiſs of *H.* for himſelf, his Heirs, Executors, Adminiſtrators

If the Rent be behind 21 Days over, the Grantee to enter on the Lands, and receive the Rent until paid.

niſtrators, and Aſſigns, doth covenant, promiſe, grant, and agree, to and with the ſaid *T. B.* by theſe Preſents, That if he, the ſaid *T. B.* at the Time of his Deceaſe, ſhall have out-lived one Quarter of a Year, or more from and after the laſt ſaid Days of Payment, ſo aboveſaid limited for the Payment of the ſaid annual Rent of 300 *l.* that then the ſaid *G.* Marquiſs of *H.* his Heirs, Executors, Adminiſtrators, *&c.* or ſome or one of them, ſhall and will well and truly pay, or cauſe to be paid, unto the Executors, *&c.* of the ſaid *T. B.* the Sum of 75 *l.* of lawful Money of *England*, within the Space of 14 Days next after the Deceaſe of the ſaid *T. B.* at the Place herein before appointed for the Payment of the ſaid annual Rent of 300 *l.* And the ſaid *T. B.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth, covenant, promiſe, grant, and agree, to and with the ſaid *G.* Marquiſs of *H.* by theſe Preſents, That he, the ſaid *G.* Marquiſs of *H.* his Heirs, Executors, Adminiſtrators, and Aſſigns, duly paying the ſaid yearly Rent of 300 *l.* herein before reſerved, and duly peforming all the Covenants and Agreements on his and their Parts to be performed, contained in theſe Preſents, and the ſaid Indenture of Demiſe, before mentioned, ſhall and may quietly and peaceably have, hold, occupy, and enjoy, the ſaid Manor, Lands, and Premiſſes, hereby demiſed, without Interruption of the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns, and clear and free from all Incumbrances, had, made, or done, or willingly or wilfully ſuffered by them, or either of them.

Grantee covenants on Grantor's paying Rent, *&c.* performing Covenants, That the Grantor ſhall peaceably enjoy the Covenants.

In Witneſs, *&c.*

A Deed

A Deed of Releaſe to enable one to ſuffer a Common Recovery, and afterwards to ſell the Lands, with a Proviſo if Money be not paid by a Day, the ſame to be void.

THIS Indenture, made, *&c.* between *H. H.* of, *&c.* Gent. of the one Part, and *M. M.* of, *&c.* Gent. of the other Part, Witneſſeth, That as well for Docking and Barring all Eſtates Tail, Reverſions, and Remainders, depending or expectant of, in, or upon all the Manors, Meſſuages, Lands, Tenements, and Hereditaments, herein after mentioned, and for that End and Purpoſe that the ſaid *M. M.* may become a perfect Tenant to the Premiſſes, That a Common Recovery may be had and ſuffered of the ſame, to ſuch Uſes as ſhall thereof be declared, and for and in Conſideration of the Sum of, *&c.* of lawful Money of *England*, to the ſaid *H. H.* in Hand, well and truly paid by the ſame *M. M.* at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he, the ſaid *H. H.* hath granted, releaſed, and confirmed, and by theſe Preſents, do grant, releaſe, and confirm, unto the ſaid *M. M.* (in his actual Poſſeſſion of the ſame, now being by Vertue of a Bargain and Sale to him made by the ſaid *H. H.* by Indentures, bearing Date the Day next before the Day of the Date of theſe Preſents, and of the Statute made for transferring Uſes into Poſſeſſions,) all that, *&c.* and all the Lands, Tenements, and Hereditaments, whatſoever, of him, the ſaid *H. H.* in, *&c.* aforeſaid, And alſo, all that, *&c.* together with all Houſes, Out-

houſes, Edifices, Buildings, Barns, Stables, Dove-houſes, Yards, Orchards, Gardens, Woods, Underwoods, Commons, Common of Paſture, Waſtes, Moors, Fiſhings, Royalties, Havens, Creeks, and Ports, and all other the Lands, Tenements, and Hereditaments of him the ſaid *H. H.* in, *&c.* aforeſaid, with the Rights, Members, and Appurtenances whatſoever, to the Premiſſes, or any of them belonging, or therewith uſed, occupied, or enjoyed; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits thereof, and of every Part and Parcel thereof, **To have and to hold** the ſaid Manors, Lordſhips, Meſſuages, Farms, Tenements, and Hereditaments, herein before-mentioned and intended to be hereby granted, with their and every of their Appurtenances, and every Part and Parcel thereof unto the ſaid *M. M.* and his Heirs, to the only proper Uſe and Behoof of him, the ſaid *M. M.* his Heirs and Aſſigns, for and during the joint natural Lives of him the ſaid *H. H.* and the Lady *E.* his Wife. **Provided always**, and upon this Condition nevertheleſs, That if the ſaid *M. M.* his Heirs or Aſſigns do not nor ſhall well and truly pay or cauſe to be paid unto the ſaid *H. H.* and his Aſſigns, the full Sum of, *&c.* of lawful Money of *England* upon the, *&c.* enſuing the Date of theſe Preſents, then this preſent Indenture, and the Eſtate hereby conveyed, and every Matter and Thing herein contained, ſhall ceaſe, determine, and become utterly void, to all Intents and Purpoſes whatſoever.

In Witneſs, &c.

Another

Another Deed from Father, Son, and Truſtees, to lead the Uſe of a Recovery to be ſuffered with treble Voucher.

THis Indenture, *Tripartite*, made, *&c.* Between Sir *E. F.* of, *&c. G. F.* Son and Heir of the ſaid Sir *E. F. R. F.* of, *&c.* and *W. F.* of, *&c.* Brother to the ſaid *R. F.* of the firſt Part, *H. J.* of, *&c.* Gent. of the ſecond Part, and *J. A.* of the third Part, Witneſſeth, that as well for docking and barring the ſeveral Eſtates-tail, Reverſions and Remainders, and all other the Eſtate or Eſtates, Terms and Intereſts heretofore limited, created, or declar'd, of, for, or concerning, the ſeveral Parcels of Paſtures, Marſh-Land, Freſh and Salt Marſhes, Lands, Tenements, and Hereditaments whatſoever, with the Appurtenances hereafter granted, or intended to be granted; as for ſettling, eſtating, and aſſuring the ſame to the Uſes, Intents and Purpoſes hereafter mentioned; and for and in Conſideration of the ſeveral Sums, *&c.* of, *&c.* of lawful Money of *England*, to them the ſaid Sir *E. F. G. F. R. F.* and *W. F.* ſeverally and reſpectively in Hand paid by the ſaid *H. J.* at or before the Sealing and Delivery hereof, the Receipt whereof is hereby acknowledged; and for divers other good Cauſes and Conſiderations, them, the ſaid Sir *E. F. G. F. R. F.* and *W. F.* and every of them, hereunto reſpectively moving, they, the ſaid Sir *E. F.* and *G. F.* and the ſaid *R. F.* and *W. F.* at the Inſtance and Requeſt, and by the Direction and Appointment of the

To bar Intails and Remainders.

Delivery hereof,) have, and each of them hath granted, remiſed, releaſed, and confirmed; and by theſe Preſents do, and each of them doth, grant, remiſe, releaſe, and confirm, unto the ſaid *H. J.* in his actual Poſſeſſion now being, by Vertue of a Bargain and Sale to him made for one Year by Indenture, bearing Date the Day next before the Date hereof, (and of the Statute made for transferring Uſes into Poſſeſſions) and to his Heirs and Aſſigns, all, *&c.* **To have and to hold** the ſaid Salt Parcels of Paſture, Marſh-Land, Freſh and Salt Marſhes, Lands, Tenements, Hereditaments, and Premiſſes, hereby granted, remiſed, releaſed or confirmed, or meant, mentioned, or intended, to be hereby granted, remiſed, releaſed, and confirmed, with their and every of their Appurtenances unto the ſaid *H. J.* his Heirs and Aſſigns, to the Intent and Purpoſe that he, the ſaid *H. J.* may become a perfect Tenant of the Freehold of the ſaid Premiſſes, with the Appurtenances, whereby one or more perfect Common Recovery or Recoveries, as ſhall or may thereof be had or ſuffered in Manner and Form hereafter following; for which Intent and Purpoſe it is hereby covenanted, granted, concluded, and agreed upon, by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *J. A.* to bring and proſecute againſt the ſaid *H. J.* one or more Writ or Writs of Entry *Sur diſſeiſin en le poſt*, returnable before his Majeſty's Juſtices of his Majeſty's Court of *Common Pleas* at *Weſtminſter*, of this preſent *M.* Term, of and for the ſaid ſeveral Parcels of Paſture, Marſh-Land, Freſh and Salt Marſhes, Lands, Tenements, Hereditaments, and Premiſſes, aforeſaid, with their and every of their Appurtenances, by ſuch Name or Names, Quantities, Qualities, Con-

The Parcels.

H. J. Tenant to the *Præcipe.*

J. A. Demandant to ſue a Writ of Entry.

Contents, and Numbers, of Acres and Things as the ſaid Sir *E. F.* and *G. F.* (teſtified by their being made Parties to theſe Preſents, and Sealing, and by the ſaid *G. F.* or his Counſel learned in the Law, ſhall be reaſonably deviſed, or adviſed, or required; to which ſaid Writ or Writs the ſaid *H. J.* ſhall appear *gratis*, and vouch to Warranty the ſaid Sir *E. F.* Party to theſe Preſents, who alſo ſhall appear and enter into the Warranty, and vouch over to Warranty the ſaid *G. H.* who ſhall alſo appear and enter into the Warranty, and ſhall vouch over the Common Vouchee, who alſo ſhall appear and enter into the Warranty for the ſaid Premiſſes, and after make Default, ſo that one or more perfect Common Recovery or Recoveries with a treble Voucher over may be duly had, executed and perfected, on or before the, *&c.* now next enſuing the Date hereof, of and for the ſaid ſeveral Parcels of Paſture, Marſh-Land, Freſh and Salt Marſhes, Lands, Tenements, Hereditaments, and Premiſſes, aforeſaid, with their and every of their Appurtenances, according to the Courſe of Common Recoveries in ſuch Caſes uſed. And it is hereby further declared, concluded, and fully agreed upon, by and betwixt all the ſaid Parties to theſe Preſents; and the true Intents and Meaning of all the ſaid Parties, and of theſe Preſents, is, That after the ſaid Recovery or Recoveries, ſuffered and executed, of and for the ſaid Premiſſes, or any of them, as well the ſaid Recovery or Recoveries; as alſo all Fines, Recoveries, Settlements, and Aſſurances had, or to be had, made, levied, executed, or ſuffered, by or between the ſaid Parties to theſe Preſents, or any of them, of or for the ſaid Premiſſes, or any Part thereof, ſhall be, enure, and ſhall be confirmed, deemed, adjudged, and taken, to be and enure, and ſo is

Tenant ſhall appear.

Declaration of the Uſe of the Recovery.

the Intent of all and every the Parties to theſe Preſents at the Time of ſuffering the ſaid Recovery, and ſo is expreſſed, limited, and declared, That the ſame ſhall be and enure to the only proper Uſe and Behoof of the ſaid *G. F.* (Party to theſe Preſents,) his Heirs and Aſſigns for ever, and to or for no other Uſe, Intent, or Purpoſe, whatſoever.

In Witneſs, &c.

The Intereſt of a principal Sum of Money aſſigned to ſatisfy a Debt.

THis Indenture, made, *&c.* between *W. H.* of, *&c.* of the one Part, *J. H.* of, *&c.* and *R. M.* of, *&c.* of the other Part: Whereas, the ſaid *W. H.* hath lately ſold the Manors of *North* and *South Cadbury*, in the County of *S.* formerly the Inheritance of *M.* his firſt Wife, and Mother of *G.* his Daughter, married lately to *T. H.* Eſq; unto *R. N.* of, *&c.* for the Sum of 13500 *l.* And whereas the Sum of 4500 *l.* being the third Part of the ſaid Purchaſe-Money is to be detained and kept in the Hands of the ſaid *R. N.* until the ſaid *G.* attain her Age of 21 Years, and confirm the ſaid Sale, according as is agreed in that Behalf, paying Intereſt for the ſaid Sum unto the ſaid *W. H.* after the Rate of 5 *l. per Cent. per Annum.* And whereas the ſaid *T. H.* by Recognizance, in the Nature of a *Statute-Staple*, bearing Date the 25th of *March* laſt paſt, before the Date hereof, became bound unto *M. R.* and *A. K.* therein named, in the penal Sum of 1500 *l.*

defeaz'd

defeaz'd for the Payment of 700 *l.* with Intereſt, at 5 *l. per Cent.* at the Feaſt of St. *M.* the Arch-angel, next after the Date thereof, or to ſuch Effect as by the ſaid Recognizance and Defeazance may appear: And whereas the ſaid *W. H.* is content, and hath agreed, That the Intereſt of the ſaid Sum of 4500 *l.* ſhall go for or towards the Payment of the ſaid Debt of the ſaid *T. H.* upon the ſaid Recognizance; Now witneſs theſe Preſents, That the ſaid *W. H.* for and in Conſideration aforeſaid, and in Purſuance of the ſaid Intention and Agreement, hath aſſigned, transferred, diſpoſed and ſet over, and by theſe Preſents doth, *&c.* unto the ſaid *J. H.* and *R. M.* their Executors and Adminiſtrators, all the Intereſt-money that ſhall be due or payable for the ſaid Sum of 4500 *l.* until the ſaid *G.* ~~ſhall attain her~~ Age of 21 Years; ~~And the ſaid~~ *W. H.* for him, his Executors and Adminiſtrators doth hereby authorize, deſire and appoint, the ſaid *R. N.* his Heir, Executors and Adminiſtrators to pay all ſuch Intereſt-money unto the ſaid *J. H.* and *R. M.* their Executors and Adminiſtrators or any of them; And it is hereby agreed and declared, and the ſaid *W. H.* for himſelf, his Executors and Adminiſtrators, doth hereby agree that the Receipt or Acquittance of the ſaid *J. H.* and *R. M.* their Executors or Adminiſtrators, or any of them who ſhall receive any ſuch Intereſt-money ſhall be a good and ſufficient Diſcharge for ſuch Money for the ſaid *R. N.* his Executors and Adminiſtrators to all Intents and Purpoſes, as if the ſaid *W. H.* his Executors or Adminiſtrators, or any of them had given ſuch Receipt or Acquittance; And it is hereby agreed and declared, and the true Intent and Meaning of theſe Preſents, and the Parties to the ſame is, That this preſent Aſſignment of

the ſaid Intereſt-Money, is and ſhall be upon this ſpecial Truſt and Confidence, that they the ſaid *J. H.* and *R. M.* their Executors and Adminiſtrators, ſhall employ or apply the ſaid Intereſt-Money, which they, or any of them ſhall receive, for or towards the paying or ſatisfying the ſaid Sum of, 700 *l.* and all Intereſt, that after the Date hereof ſhall be due for the ſame.

In Witneſs, &c.

Leaſe

Leaſe for a Year, Releaſe, and Bargain and Sale to be Enrolled.

Mr. T. purchaſeth of Mrs. H. the Reverſion of a Meſſuage after the Deceaſe of the ſaid Mrs. H. and her Brother.

THis Indenture made, *&c.* Between *M. H.* of, *&c.* of the one Part, and *E. H.* of, *&c.* Eſq; and *G. T.* of, *&c.* Gent. of the other Part; Witneſſeth, That for and in Conſideration of the Sum of 5 *s.* of lawful Money of *England* to the ſaid *M. H.* in hand paid by the ſaid *E. T.* and *G. T.* at or before the Enſealing or Delivery of theſe Preſents, the Receipt whereof ſhe doth hereby acknowledge, and for divers other good Cauſes and Conſiderations her the ſaid *M. H.* thereunto eſpecially moving, ſhe the ſaid *M. H.* Hath granted, bargained and ſold, and by theſe Preſents doth grant, bargain and ſell, unto the ſaid *E. T.* and *G. T.* their, *&c.* All, *&c.* [*The Parcels in the Bargain and Sale to be enrolled*;] And the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Meſſuage or Tenement and Premiſſes, and of every Part and Parcel thereof; To have and to hold, the ſaid Meſſuage or Tenement and Premiſſes unto the ſaid *E. T.* and *G. T.* their, *&c.* from the, *&c.* laſt paſt, before the Date of theſe Preſents, for and during, and unto the full End and Term of one whole Year from thence next enſuing fully to be compleat and ended; Yielding and paying therefore the Rent of one Penny

Leaſe for a Year, dated *May* 2. 1693.

on the, *&c.* if the ſame ſhall be then lawfully demanded, To the Intent that by Vertue of theſe Preſents, and by Force of the Statute for transferring of Uſes into Poſſeſſion, made and provided, the ſaid *E. T.* and *G. T.* may be in the actual Poſſeſſion of the ſaid Meſſuage or Tenement and Premiſſes, and may be thereby enabled to take a Grant and Releaſe of the Inheritance thereof to them, their, *&c.* for ever. To and for the Uſes, Intents and Purpoſes intended to be limited, and declared in certain Indentures *Tripartite*, of Releaſe and Confirmation intended to bear Date the Day next after the Date of theſe Preſents, and to be made between the ſaid *M. H.* of the 1ſt Part, *J. T.* of, *&c.* Eſq; of the 2d Part, and the ſaid *E. T.* and *G. T.* of the 3d Part.

In Witneſs, &c.

Releaſe, Dated May 2. 1693.

THis Indenture, *Tripartite* made, *&c.* Between *M. H.* of, *&c.* of the firſt Part, *J. T.* of, *&c.* Eſq; of the ſecond Part, and *E. T.* of, *&c.* Eſq; and *G. T.* of, *&c.* Gent. of the third Part, Witneſſeth, That for and in Conſideration of the Sum of 120 *l.* of lawful Money of *England*, to the ſaid *M. H.* by the ſaid *J. T.* in Hand well and truly paid, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof ſhe the ſaid *M. H.* doth hereby acknowledge, and thereof, and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *J. T.* his, *&c.* and every of them for ever by theſe Preſents, and for and in Conſideration of the Sum of 5 *s.* of lawful, *&c.* to the ſaid *M. H.* in Hand likewiſe paid by the ſaid *E. T.* and *G. T.* the

the Receipt whereof ſhe doth hereby likewiſe acknowledge (which ſaid Sums of 120 *l.* and 5 *s.* are the Conſideration-money of certain Indenture *Tripartite*, intended to be inrolled in the High Court of *Chancery*, bearing even Date with theſe Preſents, and made, *&c.* between the ſame Parties as are to theſe Preſents, purporting to be a Bargain and Sale of the Meſſuage or Tenement hereafter-mentioned to be hereby granted and releaſed from the ſaid *M. H.* to the ſaid *E. T.* and *G. T.* and their Heirs, to the Uſes hereafter mentioned) and for divers other good Cauſes and Conſiderations, her the ſaid *M. H.* thereunto eſpecially moving, ſhe the ſaid *M. H.* hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *E. T.* and *G. T.* and their Heirs and Aſſigns, All that Meſſuage or Tenement, *&c.* together with all Yards, Backſides, Ways, Paſſages, Waters, Water-courſes, Profits, Commodities, Advantages and Hereditaments whatſoever, to the ſaid Meſſuage or Tenement, belonging or in any wiſe appertaining (All which ſaid Meſſuage or Tenement and Premiſſes, are now in the actual Poſſeſſion of the ſaid *E. T.* and *G. T.* by Vertue of a Bargain and Sale to them thereof, made by the ſaid *M. H.* in Conſideration of the Sum of 5 *s.* to her in Hand paid by the ſaid *E. T.* and *G. T.* for the Term of one whole Year, commencing from the, *&c.* laſt paſt, before the Date of theſe Preſents, and in and by one Indenture bearing Date the Day next before the Date of theſe Preſents, and made or, *&c.* between the ſaid *M. H.* of the one Part, and the ſaid *E. T.* and *G. T.* of the other Part, and by Force of the Statute for transferring of Uſes into Poſſeſſion made and provided) And the Reverſion and

Reverſions,

Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Meſſuage or Tenement, and every Part thereof: And all the Eſtate, Right, Title, Intereſt, Truſt, Equity, Claim and Demand whatſoever of her the ſaid *M. H.* of, in, to, or out of the ſaid Meſſuage or Tenement and Premiſſes, or any of them, or any Part or Parcel thereof, and all Deeds, Evidences and Writings whatſoever, touching or any Ways concerning the Premiſſes, which ſhe now hath in her Cuſtody, or can any Ways come by, without Suit in Law; **To have and to hold** the ſaid Meſſuage or Tenement and Premiſſes unto the ſaid *E. T.* and *G. T.* their Heirs and Aſſigns for ever, to and for the ſeveral Uſes, Intents and Purpoſes hereafter mentioned (that is to ſay) to the Uſe and Behoof of the ſaid *M. H.* and her Heirs, and Aſſigns for and during the Term of her natural Life, and the Life of *J. H.* Eſq; Brother of the ſaid *M. H.* and the Life of the longer Liver of them, and from and after the Deceaſe of the ſaid *M. H.* and of the ſaid *J. H.* to the Uſe and Behoof of the ſaid *J. T.* and his Heirs and Aſſigns for ever, and to and for no other Uſe, Truſt, Intent or Purpoſe whatſoever; And the ſaid *M. H.* for her ſelf, her, *&c.* doth covenant, promiſe and grant to and with the ſaid *J. T.* his Heirs and Aſſigns, and to and with every of them by theſe Preſents in Manner and Form following (that is to ſay) that ſhe the ſaid *M. H.* now at the Time of the Sealing and Delivery of theſe Preſents is and ſtandeth lawfully, rightfully and abſolutely ſeized in her Demeaſne as of Fee-ſimple of the ſaid Meſſuage or Tenement and Premiſſes, without any Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever to alter, change, revoke, make void, or determine the ſame;

A Covenant, That ſhe is ſeized in Fee-ſimple of the Premiſſes.

ſame; **And alſo**, that ſhe the ſaid *H. M.* hath at the Time of the Enſealing and Delivery of theſe Preſents in her ſelf, good Right, full Power, and abſolute Authority to grant and convey the ſaid Meſſuage or Tenement and Premiſſes unto the ſaid *E. T.* and *G. T.* and their Heirs, to and for the Uſes aforeſaid, in Manner and Form aforeſaid, according to the Purport, true Intent and Meaning of theſe Preſents: **And further**, That it ſhall and may be lawful to and for the ſaid *J. T.* and his Heirs and Aſſigns from Time to Time, and at all Times after the Deceaſe of the ſaid *M. H.* and *J. H.* peaceably and quietly to enter into, have, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement and Premiſſes, and to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial or Interruption, of, or by any Perſon or Perſons whatſoever, lawfully claiming, or to claim, any Eſtate, Right, Title or Intereſt, either in Law or Equity, of, in, to, or out of the ſaid Meſſuage or Tenement, and Premiſſes, or any Part thereof, from, by, or under, or in Truſt for her the ſaid *M. H.* or the ſaid *J. H.* or for, by, or under, or in Truſt for Sir *J. H.* Kt. deceas'd, late Father of the ſaid *M.* and *J. H.* and that free and clear, and freely and clearly acquitted, exonerated and diſcharged or otherwiſe well and ſufficiently ſaved harmleſs and kept indempnified by her the ſaid *M. H.* her, *&c.* of and from all and all Manner of former and other Gifts, Grants, *&c.* [*A Covenant for further Aſſurance of the Premiſſes to the Uſes aforeſaid, at the Charges of the ſaid* J. T. *at any Time within ſeven Years.*] **And further**, That ſhe the ſaid *M. H.* her, *&c.* ſhall and will from Time to Time, and at all Times, during the Life of her the ſaid *M. H.* and

A Covenant, That *J. T.* may peaceably enjoy the Premiſſes after the Deceaſe of the ſaid *M. H.* and that free from Incumbrances.

and the ſaid *J. H.* and the Life of the longer Liver of them, well and ſufficiently repair, uphold, ſuſtain, maintain, empty, cleanſe, amend, and keep the ſaid Meſſuage or Tenement and Premiſſes in, by, and with all, and all Manner of needful and neceſſary Reparations, Emptyings, Cleanſings and Amends whatſoever, when, and as often as need ſhall be and require; And the ſame ſo well and ſufficiently repaired, upheld, ſuſtained, maintained, emptied, cleanſed, and amended, ſhall and will peaceably and quietly yield, and deliver up unto the ſaid *J. T.* his *&c.* immediately after the Deceaſe of the ſaid *M. H.* and *J. H.* **And moreover**, That ſhe the ſaid *M. H.* her, *&c.* ſhall and will from three Years to three Years, and from Time to Time, during the Lives of the ſaid *M. H.* and *J. H.* and during the Life of the longer Liver of them, at the proper Coſts and Charges of her the ſaid *M. H.* her, *&c.* procure the ſaid Meſſuage or Tenement, and Premiſſes to be enſured from Fire, according to the uſual Method of Inſurance in and about the Cities of *London* and *Weſtminſter*; And the ſaid *J. T.* for himſelf, his, *&c.* doth covenant and grant to and with the ſaid *M. H.* her, *&c.* and to and with every of them by theſe Preſents, That if at any Time hereafter, during the Lives of the ſaid *M. H.* and *J. H.* or the Life of the longer Liver of them, the ſaid Meſſuage or Tenement, ſhall, upon the View of two ſufficient Bricklayers, and two Carpenters (whereof two to be nominated by the ſaid *J. T.* his Heirs or Aſſigns, and the other two by the ſaid *M. H.* her, *&c.*) appear to be in ſuch a Condition, That it will not conveniently ſtand without Danger, but ought to be rebuilt; That then he the ſaid *J. T.* his Heirs and Aſſigns, ſhall and will, upon the reaſonable Requeſt of the ſaid *M. H.* her, *&c.*

A Covenant to inſure the Premiſſes from Fire, from three Years to three Years, during the Lives of the ſaid *M. H.* and *J. H.*

join

join with the ſaid *M. H.* her, *&c.* or any of them, in granting any Term of Years in the ſaid Meſſuage or Tenement and Premiſſes, not exceeding 60 Years, to any Perſon or Perſons, who ſhall rebuild the ſame, or cauſe the ſame to be rebuilt, ſo as upon ſuch Leaſe there be reſerved and made payable half-yearly, during the Continuance thereof, the beſt and moſt Ground-rent that can or may reaſonably be had for the ſame, without Fine, to be made payable to the ſaid *M. H.* her, *&c.* during ſo many Years of the ſaid Term ſo to be granted, as ſhe the ſaid *M. H.* and the ſaid *J. H.* and the Survivor of them ſhall happen to live, and after their Deceaſe, during the Remainder of the ſaid Term, unto the ſaid *J. T.* his Heirs and Aſſigns; ſo as ſuch Leſſee or Leſſees Covenant to rebuild the Premiſſes ſo to be leaſed, according to the Rules and Directions mentioned in an Act of Parliament made in the 19th Year of the late King *Charles* the Second, Intituled, *An Act for rebuilding the City of* London, for ſecond-ſort Houſes, fronting all Streets, Lanes of Note, and River of *Thames*, and ſo as ſuch Leaſe be not made diſpuniſhable of Waſte, and ſo as there be contained in ſuch Leaſe, a Condition to determine the ſame upon Non-payment of the Rent to be thereon reſerved, within 21 Days after the ſame ſhall become payable, and ſo as ſuch Leaſe contains in it ſuch Covenants as are uſual in ſuch Caſes, and ſo as the Leſſee and Leſſees of ſuch Leaſe, execute a Counterpart thereof; And the ſaid *M. H.* for her ſelf, her Executors, *&c.* doth covenant and grant, to and with the ſaid *J. T.* his, *&c.* That in Caſe the ſaid *J. T.* his Heirs or Aſſigns, ſhall be willing or deſirous to take upon him or themſelves, the building of the ſaid Meſſuage

A Covenant from *M.H.* That in Caſe *J. T.* has a Mind to rebuild the ſaid Houſe (provided it ſtand in need thereof) ſhe will grant him any Leaſe of the Premiſſes determinable upon her own and *J. H.*'s Life, reſerving upon ſuch Leaſe, as much Ground-rent as can be reaſonably got for the ſame.

or Tenement, and the ſame upon ſuch View, as aforeſaid, ſhall be found to ſtand in need thereof; That then ſhe the ſaid *M. H.* her, *&c.* ſhall and will, at the Requeſt, Coſts and Charges in the Law of the ſaid *J. T.* his Heirs and Aſſigns, demiſe unto the ſaid *J. T.* his, *&c.* the ſaid Meſſuage or Tenement, and Premiſſes for ſuch Term of Years as he the ſaid *J. T.* his, *&c.* ſhall require, determinable upon the Death of the ſaid *M. H.* and *J. H.* ſo as upon the ſame Demiſe there be reſerved and made payable, during the Continuance of the Term and Eſtate thereby to be demiſed, and ſuch and ſo much Ground-rent, as any other Perſon or Perſons ſhall then really and *bona fide* offer, and be ready to give for the ſame, and ſo as the ſame Demiſe contains in it ſuch Covenants, Proviſoes and Conditions as are uſual in ſuch Caſes, and ſo as the ſaid *J. T.* his, *&c.* execute a Counterpart thereof; **And whereas** *W. B.* of, *&c.* by his Writing under his Hand and Seal, bearing Date the, *&c.* did agree, That the ſaid *M. H.* ſhould hold two Houſes of Office in *Feather's-Alley* in *Chancery-Lane* of the ſaid *W. B.* (and with the ſaid *W. B.* then held of the Maſter of the Rolls by Leaſe, at and under the yearly Rent of 20 *s.* payable at *Lady-Day*) to commence from *Lady-Day* then next enſuing, and continue as the ſaid *W. B.'s* Leaſe ſhould be in Force from the Maſter of the Rolls, as by the ſaid Writing may more at large appear: **Now this Indenture further witneſſeth**, That the ſaid *M. H.* for the Conſiderations aforeſaid, hath bargained, ſold, demiſed, aſſigned and ſet over, unto the ſaid *J. T.* his, *&c.* the ſaid two Houſes of Office, and all her Right, Title and Intereſt, into and out of the ſame, **To have and to hold** the ſaid two Houſes of Office immediately

ately from and after the Deceaſe of the ſaid *M. H.* and *J. H.* and the Survivor of them, unto the ſaid *J. T.* his, *&c.* for and during the Reſidue and Remainder of the Term, and Eſtate in and by the ſaid recited Writing demiſed, which ſhall be then to come and unexpired, at and under the yearly Rents and Covenants in and by the ſaid Writing reſerved and contained.

In Witneſs, &c.

Bargain and Sale to be enrolled, dated May 3. 1693.

This Indenture *Tripartite*, made, *&c.* Between *M. H.* of, *&c.* of the firſt Part, *J. T.* of, *&c.* of the ſecond Part, and *E. T.* of, *&c.* of the third Part; Witneſſeth, That for and in Conſideration of the Sum of 120 *l. per Annum* of lawful, *&c.* to the ſaid *M. H.* in Hand paid by the ſaid *J. T.* at or before the Enſealing and Delivery of theſe Preſents, and of the Sum of 5 *s.* of like lawful Money to her in Hand paid by the ſaid *E. T.* and *G. T.* the Receipt of which ſaid ſeveral Sums of 120 *l.* and 5 *s.* ſhe the ſaid *M. H.* doth hereby acknowledge, and thereof, and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *J. T. E. T.* and *G. T.* their, *&c.* and every of them by theſe Preſents, and for divers other good Cauſes and Conſiderations, her the ſaid *M. H.* thereunto eſpecially moving, ſhe the ſaid *M. H.* hath bargained and ſold, and by theſe Preſents doth bargain and ſell unto the ſaid *E. T. G. T.* and their Heirs and Aſſigns; All that Meſſuage or Tenement, *&c.* together with

all Yards, Backſides, Ways, Paſſages, Waters, Water-courſes, Profits, Commodities, Advantages and Hereditaments whatſoever, to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining; And the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits, of all and ſingular the ſaid Premiſſes, and of every Part and Parcel thereof, with the Appurtenances; And all the Eſtate, Right, Title, Intereſt, Truſt, Equity, Claim and Demand whatſoever of her the ſaid *M. H.* of, into ~~and out of the ſaid Meſſuage or~~ Tenement and Premiſſes, and every Part and Parcel thereof, together with all Deeds, Evidences and Writings, touching or concerning the ſaid Premiſſes, or any Part thereof, which are now in the Cuſtody of the ſaid *M. H.* or which ſhe can any Ways come by without Suit in Law, **To have and to hold** the ſaid Meſſuage, or Tenement and Premiſſes unto the ſaid *E. T.* and *G. T.* their Heirs and Aſſigns for ever, to and for the ſeveral Uſes, Intents and Purpoſes hereafter mentioned (that is to ſay) To the Uſe and Behoof of the ſaid *M. H.* and her Aſſigns, for, and during the Term of her natural Life, and the Life of *J. H.* Brother of the ſaid *M. H.* and the Life of the longer Liver of them, and from and after the Deceaſe of the ſaid *M. H.* and of the ſaid *J. H.* to the Uſe and Behoof of the ſaid *J. T.* and his Heirs and Aſſigns for ever, and to and for none other Uſe, Intent or Purpoſe whatſoever.

In Witneſs, &c.

Opinions

Opinions of ſeveral of the moſt Eminent Lawyers, touching *Settlements*, *Wills*, *Dowers*, &c.

Sir Fran. Pemberton's *Opinions touching an Executor's Waiving a Term for Years granted to his Teſtator.*

I *B.* being ſeized in Fee of a Meſſuage, Malt-houſe, Brewhouſe, and ſix Acres of Land in *Birchington* in *Kent*, by Indenture dated in *November* 1680, did demiſe the ſame unto one *T. S.* for 14 Years from *Michaelmas* then next enſuing, at the Rent of 20 *l. per Annum.* Afterwards the ſaid *T. S.* in Conſideration of a Marriage to be had betwixt the ſaid *T.* and one *M.* Daughter of *B. C.* Widow, and of 200 *l.* which he was to receive for her Marriage-Portion in *Michaelmas*-Term, *Anno* 33 *Car.* 2. did acknowldge a Judgment to the ſaid *B.* in 800 *l.* which by Indenture was defeazanced, That if the ſaid *M.* ſhould ſurvive the ſaid *T.* That then the Executors, Adminiſtrators or Aſſigns of the ſaid *T.* ſhould within a Month after the Deceaſe of the ſaid *T.* pay unto the ſaid *M.* or her Aſſigns, if ſhe ſhould be then living, 400 *l.* The Marriage betwixt the ſaid *T.* and *M.* was had, and the ſaid *T.* about *Michaelmas* 1683. died *Inteſtate*, leaving a perſonal Eſtate of the Value of 300 *l.* and not above; after whoſe Death the ſaid *M.* his Wife took Ad-

Allen 42. 1 Mod. 185. Cro. Jac. 549. Yelv. 103.

miniſtration of his Goods, and entred upon the ſaid Meſſuage and Lands, and after let the ſame to one *R. R.* until *Mich.* 1685.

Queſt. If the ſaid *M.* notwithſtanding her ſaid Entry on the ſaid Meſſuage, *&c.* may on *Mich.* next, on Notice given to Mr. *B.* relinquiſh the Poſſeſſion of the ſaid Meſſuage, *&c.* and thereby diſcharge her ſelf of the Payment of the Rent due for the ſame, ſhe having no Aſſets in her Hands after the ſaid 400 *l.* due on the ſaid Judgment, is ſatisfied; And the ſaid Meſſuage, *&c.* not being worth above 10 *l. per Annum*, to be let, or whether by her Entry ſhe be bound to hold the ſaid Meſſuage, *&c.* during the ſaid 14 Years, and to make good the Reſt thereof out of her own Eſtate.

I think if ſhe have paid all the Aſſets away towards the Satisfactions of the Judgment acknowledged to B. *ſhe may relinquiſh the Poſſeſſion of the Houſe at any Rent-Day, paying the Arrears, till that Time, this will diſcharge her of the Rent for the future.*

But it is the faireſt Way for her to give the Landlord convenient Notice for ſome reaſonable Time before ſhe relinquiſheth the Poſſeſſion, of her Intention ſo to do.

Fran. Pemberton.

Mr.

Mr. Serjeant Pemberton's *Opinion on a Caſe concerning an Action of Dower.*

J. Late Earl of *S.* being ſeized in Tail, with Remainder to his Brothers ſucceſſively in Tail (which Remainders are preſerved from being barred by Act of Parliament) of divers Manors, *&c.* in ſeveral Counties in *England*, marries *F.* the preſent Counteſs Dowager, and by her has Iſſue *J.* the preſent Earl of *S.* (who is an Infant of about three Years of Age) and died ſo ſeized. The Counteſs has brought ſeveral Writs of *Dower* againſt the preſent Earl, upon which ſeveral Summons's have been duly executed, and nothing can be ſaid on Behalf of the Infant to bar theſe Actions.

Suppoſing Judgments ſhall be obtained in theſe Actions, will ſuch Judgment conclude the Brothers of the late Earl, who are in the Remainder of the Eſtate, in Caſe the preſent Earl ſhould die without Iſſue?

I am of Opinion, That a Judgment againſt this preſent Earl will bind all the Remainder-men, if this Earl ſhould die without Iſſue.

Queſt. Whether it be moſt prudent with Reſpect to the Infant, and for the better eſtabliſhing the Judgments to be obtained by the Counteſs Dowager in theſe Actions, That the Infant appear and plead any, and what Pleas; or that Judgments paſs by Default, and a *Grand Cap.* iſſue thereon?

I think it may be reaſonable, before Return of the Grand Cape *to acquaint Mr.* C. *who is next in Remainder with the Matter, and know whether he will defend it for the Earl, or not: This will ſhew a Fairneſs in the Proſecution. And I know not, nor can imagine, that it can be any wiſe prejudicial to the Counteſs; for I think there is nothing can be pleaded in Bar of her Dower. And if there be a Default upon the Return of the* Grand Cape, *I think Judgment may fairly be enter'd for that Default, and it will be good, ſo Summons and Proclamation be duly made.*

June 11. 1695. Fran. Pemberton.

Serj.

Serj. Wright's *Opinion, touching barring an Eſtate-tail, where there are Truſtees to ſupport contingent Remainders.*

WE. Gent. by his Laſt Will in Writing, chargeth his perſonal Eſtate, and the Rents, Iſſues and Profits of his Lands, till his Son *J. T.* attain the Age of 24 Years, with the Payment of 40 *l.* to his Daughter *Ann*, to his Daughter *Catharine* 180 *l.* to his Daughter *Jane* 140 *l.* and to his Daughter *Sarah* 200 *l.* After all which be paid, or his Son *J. T.* attain to the Age of twenty-four Years, He gives and bequeaths all his Lands, Tenements and Hereditaments (chargeable with and liable to the Payment of 4 *l. per Annum*, to his Daughter *A.*) unto his ſaid Son *J. T.* for and during the Term of 99 Years, if he ſhall ſo long live.

And from and after the Expiration or other Determination of the ſaid Term of 99 Years to his Couſin *G.* and *S. E.* and their Heirs, for and during the natural Life of the ſaid *J.* in Truſt, to permit and ſuffer the ſaid *J.* to take the Rents, Iſſues and Profits thereof during his Life, and to ſupport the contingent Remainders herein aftermentioned, and to prevent their being deſtroyed.

And from and after the Expiration or other Determination of the ſaid Term of ninety-nine Years, and Death of the ſaid *J.* then he gives the ſaid Lands, *&c.*

To the firſt Son of the Body of the ſaid *J.* lawfully, *&c.* Remainder to the 2d, 3d, 4th,

&c. and the Heirs of the Body of every ſuch the Elder, and the Heirs of his Body, *&c.*

And afterwards, and for Default of ſuch Iſſue to the Heirs female of the Body of the ſaid *J.*

And for Default of ſuch Iſſe, then to his Daughters, *A. C. J.* and *S.* their Heirs and Aſſigns for ever.

With a Proviſo for *J.* if he happen to marry) to make any Woman he ſhall marry a Jointure or Eſtate for the Term of ſuch Wife or Wives Life, ſucceſſively, with ſuch and the very like Limitations of Remainders, even to the Iſſue of the Body of the ſaid *J.*

J. was never married.

Queſt. If by ſuffering a Common Recovery, he can bar the Remainders, if *G.* and *S. E.* will join with.

I am of Opinion, That no Common Recovery, or other Act done by J. T. E. *with or without the Concurrence of the Truſtees,* G. *and* S. *will bar the Remainders limited to the four Daughters of* W. E. J. *is only Tenant for 99 Years, if he live ſo long: Remainder to* G. *and* S. E. *and their Heirs, during the Life of* J. *Remainder to ſeveral Contingencies, (which have not yet happened,) Remainder to the four Daughters in Fee. A Common Recovery ſuffered by* J. *or by him, and* G. *and* S. E. *will be a Forfeiture of their particular Eſtates, and give the four Daughters of the Teſtator an immediate Title to enter: But as to the contingent Remainders to the firſt, ſecond, third, and other Son of* J. *and the Heirs of their Bodies, and the Remainders to the Heirs female of* J. (*who are*

to take as Purchaſers in this Caſe, and not by Deſcent,) a Surrender, or any other Act, by which the particular Eſtates are deſtroyed, will deſtroy thoſe Remainders before they come in eſſe: *But the Remainder to the four Daughters, and their Heirs, cannot be any ways barred or deſtroyed by Recovery, or otherwiſe, by the ſaid J. and the Truſtees, or any of them.*

April 22, 1698. Nath. Wright.

Mr. Poley's *Opinion concerning the Act of Diſtribution.*

A Man dies Inteſtate, leaving neither Wife nor Children, Brother nor Siſter, or other nearer Relation than a Niece, and the Children of a deceaſed Nephew.

Queſt. Whether in this Caſe the Niece will be entituled to the Surplus of the whole perſonal Eſtate, or that the Children of the deceaſed Nephew ought by Right of Repreſentation to have a Moiety of it?

I conceive the Children of the deceaſed Nephew are not entituled to any Share by the late Statute of diſtributing Inteſtate Eſtates.

May 19. 1699. Hen. Poley.

Maw and *Harding* heard at *Ely-Houſe*, on *Monday* the 20th of *July*, 1691, a Caſe in Point.

A Caſe

A Caſe concerning Bankrupts, reſolved by Mr. Northey.

A and *B.* were Copartners and Joint-Traders in a Joint-Stock in *London* by Covenants, which Copartnerſhip ended about ſeven Years paſt. After the End of which Copartnerſhip *A.* and *B.* continued Copartners and Joint-Traders for three Years by mutual Agreement, without any Thing in Writing, which Joint-Trade ceas'd at *Chriſtmas*, 1690.

Since the Joint-Trade ceas'd (*A.* and *B.* having given a Note for 200 *l.* under their Hands only while in Trade together) about two Years ſince *A.* prevailed with *B.* to take up the Note, and become bound with him for the 200 *l.* although *A.* by Agreement at Parting was to pay all Debts owing between them.

Alſo about two Years ſince *A.* and *B.* became bound to a Perſon that they had Dealings with, and bought Goods of, when they were Traders, and to whom there was Money owing at their Parting. But before they gave Bond the Creditor gave them a general Releaſe.

Since the Joint-Trade ceaſed, *A.* being indebted to ſeveral Perſons for Goods he bought ſince on his own Account, and not taking Care to ſatisfy his Debts, he was at ſeveral Times arreſted for them; and to enlarge himſelf, prevailed with *B.* to be bound with him in Bonds for the ſame, and ſo turned Book-Debts into Bonds, with Security for 1700 *l.*

A. is become a Bankrupt, and owes almoſt 4000 *l.* and his whole Eſtate will not amount to 1690 *l.* and *B.* ſtands bound for 1700 *l.* upon Bond

Bond, beſides 400 *l.* *A.* owes to *B.* of his Share of the Stock due to him when they parted.

A. before he broke, gives a Bond to *B.* to ſave him harmleſs againſt ſeveral Bonds he had enter'd into with him, and confeſſes a Judgment for 300 *l.* without a Defeazance to *B.* ſo that *B.* might ſeize what Goods were in *A.*'s Houſe and Shop to ſatisfy his Debt of 400 *l.* and ſo far as it would riſe to ſatisfy what he was obliged with him; by Vertue whereof *B.* ſeized Goods to the Value of 445 *l.* which remains in the Sheriffs Hands, for that the Commiſſioners have aſſigned the ſame to the Uſe of the Bankrupt's Creditors, although the Goods were ſeiſed and appraiſed before the Commiſſion was ſued out. *A.* joins with the Commiſſioners, and endeavours to make himſelf a Bankrupt before the Judgment confeſſed, or the Execution executed, and would defraud *B.* in what he can.

Queſt. 1. Whether *B.* can be made a Bankrupt, there being nothing owing upon the Joint-Trade, but 27 *l.* and that *B.* was never bound with the Bankrupt, but ſince they had parted ſome Time, and the Creditor of the 27 *l.* will not join with the other Creditors for a Commiſſion?

I conceive B. *cannot be made a Bankrupt, for the ſingle Debt of* 27 l. *remaining unpaid of his Debts in Trade: However, I think it adviſable to get that diſcharged, if it may be.*

Queſt. 2. Whether the 200 *l.* Note being turned into a Bond will oblige *B.* ſo far as to bring him within the Statute; for it is preſumed, if the Note had remained, *B.* had been liable.

I con-

I conceive the Bond diſcharges the old Debt, and is a new Debt contracted diſtinct from the Trade.

Queſt. 3. Whether the Creditor giving a Releaſe to *A*. and *B*. and taking a Bond from them doth not clear *B*. of coming within the Statute, although there were Goods owing for at the Time of the parting of *A*. and *B*.

This is anſwered in the Anſwer to the laſt Quer.

Queſt. 4. Whether *B*. can be brought within the Statute, if there was Money due to any Creditors of *A*. and *B*. when Copartners, and ſince their Parting, the Creditors have diſcharged their Books, and taken Bonds from *A*. and *B*. for the ſame, and now not being ſatisfied?

This is anſwered before.

Queſt. 5. Whether the Bankrupt's Declaring or Swearing he committed Acts of Bankruptcy; as, that he abſconded himſelf, and lay from home, and order'd himſelf to be denied, and that he kept out of the Way from Home until the Execution was to be ſerved, and came to be ready when the Officer enter'd the Houſe, or the like, will prejudice the Execution?

I conceive the Bankrupt may be a Witneſs, and if he will ſwear, as is ſuggeſted, and be believed, 'twill over-reach B's *Execution.*

Queſt.

Queſt. 6. Whether the Execution was not well executed, and what Way to get the Money levyed from the Sheriff?

The Court of King's Bench, *in which the Judgment is, will compel the Sheriff to pay the Money levyed to the Plaintiff.*

Queſt. 7. Whether can the Commiſſioners refuſe *B.* with his Counterbonds to come into the Commiſſion awarded againſt *A.* he paying Contribution, becauſe *B.* hath not paid any of the Money for which he is obliged?

B. may come in for a Creditor, but if he come in for the Whole, he denies his Execution, and if he come in only for the Overplus, and the Execution do happen to be overturned, it may be after too late, if a Dividend be made in the mean Time; however, I think it adviſable for B. to claim but the Overplus of his Debt till he ſee what the Bankrupt will do.

Feb. 22. 1694. Edw. Northey.

The

The Caſe of the Joiners of Nottingham, *and Serjeant* Levinz's, *and Mr.* Agar's *Opinions thereon.*

IN the Town of *Nottingham* there is an antient Cuſtom, That no Perſon or Perſons, but ſuch as are or ſhall be free of the ſaid Town, or ſhall have ſerved ſeven Years, with a Freeman of the ſame, ſhall uſe or exerciſe any Trade within the ſame Town.

The Joiners have Time out of Mind uſed the Joiners Trade within the ſaid Town, without Interruption of any Foreigner, and there are ſeveral Freemen of that Trade within the ſaid Town.

Divers Foreigners have of late crept into the ſaid Town, and do uſe the Joiners Trade there, not being Freemen, whereby the Joiners Trade is much damnified.

Queſt. 1. If a ſpecial Action upon the Caſe grounded upon the Cuſtom, be proper to be brought againſt one of the Offenders by one of the Freemen?

11 Co. 53. Hob. 211, 212. 2 H. 5. 5.

No Action will lie for any particular Perſon, unleſs he has received particular Damage by others uſing the Trade within the Town.

Levinz.

I think not; for if one, then every one may bring an Action.

Agar.

Queſt. 2. Whether it be moſt proper to bring the Action in one of the Courts at *Weſtminſter*, or in the Court of Record held for the Town of *Nottingham* before the Mayor? *&c.*

I do not adviſe ſuch an Action to be brought; but if it were to be brought it were more proper to be brought in one of the Courts at Weſtminſter, *than before the Mayor of the Town.*

Levinz.

If the Action would lie for any one Perſon, the Town-Court were proper for it.

Agar.

Queſt. 3. That Trade not being incorporated into a Company, Whether upon the Mayor and Bailiffs making a Stranger that is of that Trade a Burgeſs of the Town, ſuch Stranger after he is made a Burgeſs, may not exerciſe that Trade within the ſaid Town, being duly qualified according to the Statute of the 5th of *Eliz.* to exerciſe elſewhere.

If the Corporation make a Stranger free of the Town, he may ſurely uſe any Trade there; for the Cuſtom is, That none but Freemen ſhall uſe the Trade there.

Levinz.

I conceive he may.

Agar.

Queſt. 4.

Queſt. 4. Whether the Corporation may not make a By-Law under a Penalty to exclude ſuch as are not Freemen, nor ſhall have ſerved as Apprentices within the Corporation?

This is the moſt proper Courſe: To make By-Law, That none but Freemen may uſe Trade there under a Penalty, to be received by the Mayor or Chamberlain, or ſome other Officer of the Corporation.

Levinz.

Although by Preſcription or Charter they may have Power to make By-Laws for the good Order and Government of the Trades and Myſteries within the Corporation, yet ſuch a By-Law as this ſeems to reſtrain Men from their lawful Trades and Occupations; and if ſo, then it will not be good.

Agar.

Queſt. 5. Whether an Action of Debt may not be brought by any of the Trade upon the Breach of ſuch By-Law, and where it is moſt proper to bring the ſame?

If any uſe the Trade contrary to the By-Law, to bring an Action in the Name of the Mayor, or other Officer, to whom the Penalty is limited, in ſome Court at Weſtminſter, *not at* Nottingham, *but no particular Perſon can bring this Action; but it muſt be in the Name of the Mayor or other Officer, to whom the Penalty is limited to be paid.*

Levinz.

I think

I think not. But it were better by such By-Law (if such a one can be made good) to give the Penalty to the Corporation, and then they are to be Plaintiffs, and may sue (most properly I think) in the Common Pleas *or* King's Bench *at* Westminster.

Upon the whole Matter, if the Offender against the Custom be punishable, a special Indictment (setting forth the Custom) seems to me the most proper Way, and the Defendants (likely) will remove it into the King's Bench *to have it quashed, which the Court will do if the Custom be against Law, or the Indictment bad, and so the Corporation may best know what to do hereafter.*

L. Agar.

Upon a Conveyance.

KING *Charles* the Firſt by his Letters Patents grants ſeveral Waſtes and Commons, with the Woods, Underwoods, Mines, Quarries, *&c.* in and upon the ſame to *A.* and his Heirs for ever, reſerving 10 *l.* Rent to the Crown.

A. by Indenture of Bargain and Sale enrolled, conveys the Premiſſes to *B.* and his Heirs.

14 *Car.* 2. *B.* by his Indenture of Bargain and Sale enrolled, conveys the ſame to *C.* and his Heirs.

The Heir of *C.* has contracted to convey to *E.* and his Heirs, the ſaid Letters Patents, and Things therein granted in Conſideration of a Sum in Hand, and of 100 *l.* to be paid at the End of two Years, if the ſaid *E.* chooſes to pay the ſame rather than quit the Premiſſes.

It is believed the Rent was never anſwered to the King, nor any Attempt made to improve or make Advantage of the Premiſſes.

Queſt. If the Premiſſes ſhould be conveyed to *E.* by Bargain and Sale enrolled, on Condition the ſame to be void, if the 100 *l.* be not paid to the Grantor, at the Time *E.* can be any Way charged (in his own Eſtate or Perſon) with the Arrears of Rent to the King, or only the Premiſſes, be liable thereto, and likewiſe as to the accruing Rent?

And whether by Bargain and Sale enrolled, or Leaſe and Releaſe upon the Condition aforeſaid, or other Way be beſt to take a Conveyance of the Premiſſes, ſo as he may moſt ſafely quit or hold

hold it, according as he ſhall find, he can procure the Arrears to be diſcharged by Privy Seal, or make Advantage of the Premiſſes?

I am of Opinion, That if E. *take ſuch a Conveyance of the Grounds above-mentioned, on Condition to be void, if the* 100l. *ſhould not be paid at ſuch a Time,* E. *cannot be charged of his own Eſtate with any Arrears of the Fee-farm Rent incurred before the Conveyance made to him, but with the Rent incurred, during ſuch Time as the Eſtate is in him, (though conditional) I conceive he may be charged in his own Eſtate, which will be all liable to anſwer ſuch Rent to the King, as well as the Lands ſo conveyed to him.*

I think E. *had beſt take the Purchaſe by Leaſe and Releaſe: For peradventure by a Bargain and Sale enrolled he may lay himſelf too open to the Demand of the King for his Fee-farm Rent, if* E. *ſhould not think fit to pay the* 100l.

J. D.

Mr. Serjeant Levinz's *Opinion on a Caſe upon a Leaſe.*

The Caſe.

Anno 1673. SIR *J. O.* being ſeized in Fee of a Barn and Lands, ſituate and being at *Broxborn* in *Com' Hertf.*

Feb. 21. 1674. Demiſes the ſame *per* Leaſe to *J. H.* from *Michaelmas* before the Date for 21 Years under the yearly Rent of 26 *l. per Annum*, with Covenants to Repair, and not to Plough ſome Lands, under Forfeiture of 10 *s. per* Acre, and to lay 30 Loads of Dung yearly upon the Premiſſes.

Dec. 1. 1681. *R. C.* purchaſes the Fee and Inheritance of the ſaid Premiſſes of the ſaid Sir *J. O.* (*H.* being then dead, and the Premiſſes being then held by his Relict and Executrix) who ſometime after *C.*'s ſaid Purchaſe, finding her ſelf not in a Condition to hold the ſaid Premiſſes, and providing another good Tenant for the ſame, makes her Application to *C.* to accept of ſuch Perſon for his Tenant, and delivers up her Leaſe to the Perſon ſhe brought to *C.* to the Intent to let it accordingly.

May 2. 1682. *C.* by Indorſement ſealed on the ſaid Leaſe made by Sir *J. O.* to the ſaid *H.* Demiſes the ſaid Lands and Premiſſes to *R. W.* (being the ſame Perſon brought and deſired by the Relict and Executrix of the ſaid *J. H.*) To hold during the Remainder of the Term within demiſed, to the ſaid *J. H.* paying the ſaid Rent, and performing the Covenants therein contained: *W.* covenants for himſelf and his Executors to pay the ſaid

Rent, and perform all the ſaid Covenants of the ſaid *H.*'s Leaſe.

R. W. dies, and leaves his Brother *M. W.* his Executor, who enters into the ſaid Lands and Premiſſes, and pays the ſaid Rent to *C.* but ſuffers the ſaid Barn to decay, and ploughs up Part of the Lands contrary to *H.*'s Covenants, *ut antea.*

Queſt. 1. Whether the ſaid Indorſment on the Back of the ſaid *H.*'s Leaſe to *W. ut antea*, is good to hold the ſaid *M. W.* his Executor to perform the ſaid Covenants, and liable to the Breach thereof?

The Widow of H. *being in Poſſeſſion of the Term as Executrix or Adminiſtratrix to her Husband, and granting the Term to* W. *when he by Indorſement on the Leaſe accepted a new Leaſe for the Remainder of the Years, that was a Surrender of the ſaid Term, and taking a new one for the Remainder of the Years; and the Indorſement will bind him to perform all the Covenants that ſhe or her Husband ſhould have done.*

Queſt. 2. Whether the ſaid *M.* the Executor ſhall be uſed as Executor or Aſſignee, the Breach of Covenants being done in the Executor's Time, and none in the Teſtator's?

The Executor of W. *ſhall be charged as Aſſignee for the Breaches in his own Time, and Anſwer of his own Goods, he enjoying the Term.*

Queſt. 3. If the Action muſt not be brought in the *Debet* and *Detinet* againſt *M.* the Executor or Aſſignee of the ſaid *R. W.* upon the Breach of Covenants in ploughing, he forfeiting ſo much an Acre for ſo doing; and not by Breach of Covenants.

The Action of Debt for the Forfeitures in ploughing done in the Executor's Time ſhall be brought in the Debet *and* Detinet, *and charge him of his own Goods, and not as Executor, himſelf enjoying the Term, and committing the Forfeitures.*

Feb. 11.
1689. Creſ. Levinz.

Mr.

Mr. Dobyn's *Opinion on a Caſe concerning a Diſtreſs for Rent.*

A. Took a Leaſe of an Eſtate of *B.* for 21 Years, at 60*l. per Annum* Rent, payable at *Lady-Day* and *Michaelmas*. *B.* during this Term dies, and the Reverſion deſcends upon *C.* the Term expires, and *A.* holds the Land of *C.* by Parol for many Years after the Expiration of the 21 Years, and pays the Rent.

About the Middle of *September* 1688. *C.* the Landlord takes a Bond of *A.* for 200*l.* as a Security for what Rent was then due; *A.* ſtill continues his Bargain, and pays 40*l.* afterwards to the Uſe of *C. C.* after Harveſt laſt, and before *Michaelmas* 1689. dies, and the Eſtate deſcends upon *D.* who is alſo Co-executor with another, to *C.* *D.* after this Deſcent, promiſes to *A.* That he ſhould go on with his Bargain, and purſuant to that Promiſe *A.* ſows a Crop of Wheat.

Since *Mich.* 1689. *D.* makes a Diſtreſs for Rent, and he does it in this Manner, *viz.* he comes to the Houſe and locks up the Barn-doors, which were full of Corn in the Straw, and there leaves it; but afterwards delivers one of the Barn-Keys to *A.* and ſo *A.* hath Poſſeſſion of that Barn again: There are likewiſe Ricks of Corn without the Barn.

A. owes *E.* 60*l.* by Judgment.

Queſt. 1. Whether *A.* ſince the Determination of the 21 Years Leaſe was not Tenant at Will, which determined on the Death of *C.* and conſequently, whether *D.* might diſtrain for Rent after the Term determined?

A. was but Tenant at Will to C. *and his Eſtate determined after the Crop was in, and he became a new Tenant at Will to* D. *from the Time in the Promiſe mentioned.*

Queſt. 2. Whether by the Deſcent of the Eſtate on *D.* and *D.* promiſing *A.* to go on with his Bargain, the Term was not revived to continue at Will, and whether (if this Promiſe were made before *Mich* 1689.) he might diſtrain for that half Year's Rent, or (if the Promiſe were after that *Mich.*) he might diſtrain for Rent due at *Mich.* which was before the Term revived?

But D. *cannot diſtrain the Tenant for any Arrears due upon the old Bargain; nor is the Term revived for any ſuch Purpoſe; and it is a plain Rule in Law, that no Diſtreſs can be for Rent after the Term ended.*

Queſt. 3. Whether any Landlord may diſtrain for Rent Corn in a Barn and Rick, and lock it up without carrying it away; or if the Landlord may ſo diſtrain, whether by the Delivery of the Key, the Poſſeſſion of the Corn is not reveſted in *A.* and ſo Execution on the Judgment for 60 *l.* may be levied thereon?

If D. *might have diſtrained, yet he ought to have carried the Goods diſtrained off from the Premiſſes, for want of which this is not a ſufficient Diſtreſs; and beſides, the Delivery of the Key is a Waver of the Diſtreſs.*

Queſt.

Queſt. 4. Whether *D.* can't at fartheſt diſtrain for more than the Rent due at *Mich.* 1689.

D. can have no Pretence to diſtrain for more Rent than the half Year's Rent due at Michaelmas, *nor could he diſtrain for that after* Michaelmas. *I conceive, notwithſtanding this Pretence of Diſtreſs, the Corn may be taken in Execution.*

Queſt. 5. Whether the Tenant ſhall not have Liberty to take off his Crop of Wheat, notwithſtanding the Poſſeſſion be recovered from him in Ejectment on the Determination of the Will, or for Non-payment of the Rent?

If by this Query *is meant the Crop now in the Ground, I conceive the Promiſe gave him Power to ſow it, and his Landlord cannot determine his Will until the Crop be carried off; and I do not obſerve that any Power of Re-entry was reſerved for Non-Payment of Rent, ſo that the Landlord can maintain no Ejectment, until after the Crop is in: But the Words of the Promiſe and Agreement ought to have been put in the Caſe, leſt there be ſome Miſtake.*

Dec. 12. 1689. W. Dobyns.

Mr.

Mr. Grainge's *Opinion on a Caſe concerning a* Formedon.

I. *D. & al.* bring a *Formedon* for divers Lands in *Com' Oxon.* againſt *R. R.* who appears and pleads in Abatement ſeveral Miſtakes in the ſaid Writ of *Formedon*, which Miſtakes the Court (tho' often moved) will not give leave to amend.

Afterwards *R. R.* makes a Feoffment in a Fee of the Lands in Queſtion to above 100 Perſons jointly living in all or moſt Counties in *England*, ſome in *Wales*, and ſome in *Ireland*, and gives Livery to only one of the ſaid Perſons for himſelf and the reſt of the Co-feoffees, (being alſo Jointenants) of whom one to our Knowledge, and probably ſeveral are ſince dead.

Queſt. Whether the Court muſt be proved to diſcontinue the ſaid *Formedon*, and muſt Coſts be paid thereon before a new *Formedon* can be brought to bear Teſte for the ſame Lands, againſt the ſaid *R. R.* and all his ſaid Co-feoffees, (or Vouchers) if we can learn their Names?

It is adviſable to move the Court to diſcontinue this Action, and Coſts muſt be paid; but the new Formedon *may be brought preſently upon the Diſcontinuance, tho' the Coſts are not paid.*

Queſt. Whether upon ſuch a new *Formedon* the ſaid *R. R.* and all his Co-feoffees (or Vouchers) muſt appear and plead jointly, or whether one of them may appear and vouch a 2d; the 2d, a 3d; the 3d, a 4th; and ſo the whole 100 in the ſame Manner as if they had not been demanded againſt

againſt in the ſaid *Formedon*; or whether ſuch of them as appear or eſcape not, and plead jointly or ſeverally, are not as much out of the Caſe as if no ſuch Deed of Feoffment, or Vouchers made?

It will be fruitleſs to bring the new Formedon *againſt all the Co-feoffees, for every of them will Eſſoin; and if they be* 100 *of them, then it will be* 50 *Years before all will have eſſoined; and if any of them die in the mean Time, his Death abates that Action, and you muſt begin* de Novo.

Queſt. A new *Formedon* being brought againſt the ſaid *R. R.* and all his ſaid Co-feoffees or Vouchers (if poſſible by Name and Addition exactly, as in the ſaid Feoffment) in caſe any of the ſaid Co-ſeoffees (againſt which ſuch *Formedon* is brought) be or ſhall be dead in Time before ſuch new *Formedon* ſhall bear Teſte, or be returnable (of which 'tis very hard to know the Certainty, by Reaſon of the Remoteneſs of their Abode) what will be the Conſequence; ſhall ſuch new *Formedon* abate *pro toto*, or ſhall the ſame be good againſt all the Survivors?

I adviſe the new Formedon *to be brought againſt* R.R. *the Feoffor only, who I ſuppoſe, notwithſtanding the Feoffment, continues in Poſſeſſion, and takes the Profits; for I think by the Statute* 13 Eliz. cap. 5. *the Feoffment will be void as to the Demandant's Action.*

R. Grainge.

The

The Recorder of Stafford's *Caſe, and Mr.* Northey's *Opinion thereupon.*

Stafford is a Borough by Preſcription.

King *John* by his Charter (which is the firſt Charter that is extant) granted to the Burgeſſes of *Stafford*, that the Vill of *Stafford* ſhould be a Free Borough for ever, and ſeveral Privileges are thereby granted to the Burgeſſes of *Stafford*.

Since which Eighteen ſeveral Charters, with ſome Addition of Confirmation, have been granted to them.

The laſt Charter, by which they act now, was granted to them by King *James* the Firſt, by which Charter (there being before two Bailiffs, which was found inconvenient) they are incorporated by the Name of Mayor and Burgeſſes of the Borough of *Stafford* in the County of *Stafford*; and it is further ordained and granted, That there may be, and ſhall be, Ten Chief Burgeſſes within the ſaid Borough, who together with the ſaid Mayor, ſhall be the Common Council, *&c.* ſo that the Company conſiſts of Twenty-one.

The Clauſes of the ſaid Charter, relating to the Recorder.

Et ulterius volumus ac per præſentes pro nobis hæred' & ſucceſſoribus noſtris concedimus præfat' Majori & Burgenſ. Burgi prad' & ſucceſſor' ſuis quod ipſi & ſucceſſor' ſui habeant in præd' Burgo de Stafford imperpetuu' unum probum & diſcret' virum in Legib' Angl' erudit' in forma inferius expreſſ. eligend' & nominand' qui erit & vocabitur

Re-

Recordator Burgi præd' & assignavimus nominavimus, constituimus & fecim' ac per præsentes pro nobis hæredibus & successoribus nostris assignam' nominam' constit' & facim' Dilectum nobis Robertum Aston Armiger' fore & esse primum & moderum Recordator' Burgi de Stafford præd' continuand' in offic' ill. duran' beneplacito Major' & Communis Concilii Burgi præd. pro tempore existen' vel majoris partis eorundem. Et quod idem Robertus Aston antequam ad executionem officii præd' processerit sacram' corporale ad offic' ill' recte bene & fideliter in omnibus & per omnia offic' ill' tangen' exequend' super Die Evang' coram Majore Burgi præd' pro tempore existen' præstabit quodque per mort' sive amotionem præd' Roberti Aston quem quidem Robertum Aston ad Officium Recordatoris Burgi præd' ad beneplacitam Majoris Aldermanor' & Capital' Burgensium Burgi præd' vel majoris partis eorundem pro tempore existen' amobil' esse volum' Major' Alderman' & reliqu' Com' Concil' Burgi illius pro tempore existen' vel major pars Cor' infra Burgum præd' ad hoc congregat' & assemblat' in tempore convenien' post hujusmodi Recordator' mortem vel Amotionem unum al' probum & discret' virum in Legib. Angl' erudit' de tempore in tempus toties quoties eis ut præfertur necessar' fore videbitur in Record' Burgi præd' eligere nominare & præficere valeant & possint in loco prædicti Recordatur' mortem vel ab offic' ill' amot' vel decesen' in officio ill' continuand' duran' beneplacito dictor' Majoris Aldermann' & ceter' de Communi Concilio Burgi præd' vel majoris partis eorundem Sacrament' Corporal' ad offic' ill' Recordator' præd' Burgi de Staff. bene & fideliter exequend' coram Majore ejusdem Burgi pro tempore existen' prius petit. & sic toties quoties Casus sic acciderit.

All

All the Common-Council-Men were duly ſummoned, and eleven being the Majority that met, and the greater Part of them made the following Order to remove Mr. *F.* and place Mr. *V.* in the Office.

Aug. 1700. It's ordered and agreed by the Mayor, and the major Part of the Common-Council here aſſembled, purſuant to the Power in the *Charter* given unto the Mayor, Aldermen, and Capital Burgeſſes of this Borough, That *E. F.* Eſq; Recorder of this Borough, be amoved and diſplaced from his Place and Office of Recorder of this Corporation; and do hereby amove him accordingly, and diſcharge him from any farther Attendance in that Office or Place in this Corporation, and that he have publick Notice thereof; and if any Suit or Trouble do ariſe againſt the Mayor, Aldermen, and Capital Burgeſſes, for doing of the ſame, that then the Charges of the Law in ſuch Suit or Suits be born and diſcharged and all indempnified at the publick Charge of the Corporation.

Edw. Byrd, Town-Clerk.

It's the ſame Day ordered and agreed by the Mayor, and the major Part of the Common-Council of this Borough, That *H. V.* Jun. Eſq; Barriſter at Law, be Recorder of this Borough; and we do hereby elect, chooſe, nominate and appoint, the ſaid *H. V.* Eſq; to be Recorder in the Place and Stead of *E. F.* Eſq; who is this Day amoved there-from, and that Mr. Mayor do ſwear him a Burgeſs, Ju-

ſtice of the Peace and Recorder accordingly, to officiate in the ſame Place during the Pleaſure of the Mayor and Company.

Ed. Byrd, Town-Clerk.

The following *Mandamus* was delivered to the Mayor of *Stafford*, *Nov.* 25. 1700.

GUlielmus Tertius Dei Gratia Angl' Scot' Franc' & Hiberniæ Rex, Fidei Defenſor' &c. Majori Alderman' & Capital' Burgenſib' Burgi noſtri de Staff' ſalutem. Cum Edwardus Foden Ar' in locum & officium Record' Burgi præd' ſecundum Conſuetudinem ejuſdem Burgi hactenus uſitat' & approbat' debite elect' & præfect' fuit in quo quid' loco & officio Recordator' Burgi præd' idem Edwardus Foden continue ſe bene geſſit & gubernavit vos tam' Major Alderman' & Burgenſes Burgi præd' præmiſſor' non ignar' præd' Ed. Foden ſine aliqua cauſa rationabili a præd' loco & officio Recordator' Burgi præd' minus rite amoviſtis in noſtri contemptum & ipſius Edw. Foden dampnum non modicum & gravamen & ſtatus ſui Læſionem manifeſtam ſicut ex querela ſua accepimus; Nos igitur præfat' Edw. Foden debitam & feſtinam Juſtitiam in hac parte fieri volentes quod eſt juſtum vobis Mandamus firmit' injungen' quod immediate poſt receptionem hujus brevis prædictum Ed. Foden in prædictum locum & offic' Recordat' Burgi præd' reſtituatis ſeu reſtitui faciatis cum omnibus Libertatibus Privilegiis & Preheminenciis ad locum & offic' ill' ſpect' & pertinen' vel cauſam nobis Certificetis in contin' inde ne in veſtro defect' querel' ad nos perveniat iterata; Et qualit' hoc perceptum noſtrum fueritis execut' nob' conſtari faciatis apud Weſtm' die Mercur' prox' poſt' Quindenam

Quindenam ſanct. Martin hoc breve nobis remitten' T. Johanne Holt Mil' apud Weſtm' xxiij die Octobris Anno Domini noſtri Duodecimo.

Winton per Cur' Aſtray.

Queſt. 1. Is the Recorder by the Words of the Charter during Pleaſure?

It's plain the Recorder is by the Charter during the Pleaſure of Mayor, Aldermen, and Common Council, and at their Will and Pleaſure may be removed without any Cauſe, but their Pleaſure.

Queſt. 2. If the Recorder, who is a Barriſter, (for whom the Law hath ſome Reſpect,) be during Pleaſure, need any Cauſe be ſhewed for turning him out, as there is in the Caſe of a Common-Council-Man, *&c.*

I conceive he may be removed at Pleaſure, and no Cauſe need be ſhewed for ſuch turning him out; and ſo it was heretofore adjudged in the Caſe of Mr. Serj. Holt, *who was ſo removed from being Recorder of* Abingdon.

Queſt. 3. Admitting the Recorder be during Pleaſure, (if 11, who are the major Part of the Company, aſſemble,) can the Majority of them, where they do not all concur, make an Order to turn him out?

I conceive the Majority of the Common-Council-Men meeting, they are the Common-Council, and

what

what the greater Part of them ſo met do, is the Act of the Common Council; therefore Mr. F. was well removed by the Common Council.

Queſt. 4. Can the Mayor alone make a Return to the *Mandamus*?

The Return muſt be in the Name of the Mayor, Aldermen and Capital Burgeſſes; but if the Mayor alone make the Return in their Names, the Court of King's Bench *will receive it: and if true, it will be well.*

Be pleaſed to direct the Form and Method of a proper Return in this Caſe, either by the Mayor alone, or the Majority of the Company.

Note, The *Mandamus*, ſays, he was elected *ſecundum conſuetud. Burgi, &c.* The Return to the Writ muſt ſet out that Part of the Charter, that grants to the Corporation to have a Recorder, how to be choſen, how to continue, and how to be amoved, *&c.* That Mr. *F.* acted, as is ſuppoſed by the Writ, was duly choſen Recorder; and after, *viz.* ſuch a Day by the Mayor, Aldermen, and the Reſt of the Common Council in Common Council aſſembled, was removed from being Recorder, and was never after choſen to be Recorder.

Queſt. 5. The Members of the Common Council are ſworn to meet upon every lawful Summons, and Noting of the Bell; (unleſs they have any reaſonable Let) ſhall once or twice wilfully abſenting, be a ſufficient Cauſe to turn the Abſenter out of the Company, or what are ſufficient Cauſes?

I conceive it may, if the Party be ſummoned, and ſhew no Cauſe of his Abſence, but that it was Obſtinacy.

Queſt. 6. The Statute 13 *Car.* 2. *Stat.* 2. *cap. par.* 12. enacts, That no Perſon for ever hereafter ſhall be choſe into any of the Offices aforeſaid, (Common Council-Men, *&c.* are beforementioned) that ſhall not within one Year next before ſuch Choice take the Sacrament according to the Rights of the Church of *England*; And that every Perſon ſo choſe ſhall take the Oaths and ſubſcribe the Declaration; And that in Default thereof the Choice to be void. Shall the Neglecting to take the Sacrament before he be choſe make void the Choice, tho' he takes the Oaths, and ſubſcribes the Declaration, and receive the Sacrament too after he is choſe, as a later Statute requires?

The Act is expreſs; the Perſon choſen ought to receive the Sacrament within a Year before his Choice, otherwiſe as to him the Choice is void.

Jan. 14.
1700. Edw. Northey.

Sir

Sir George Hutchin's *Opinion concerning a Partition between Jointenants.*

TWO Feme Coverts are Jointenants in Fee of ſeveral Houſes and Ground, *&c.*

Their Husbands reſpectively agree under their Hands and Seals in Writing to make a Diviſion of the Premiſſes, and that the Women ſhould join in, *&c.* confirm the ſame by Fine, and be aſſured as Counſel ſhould adviſe.

The Premiſſes are accordingly ſet out to be divided, and each Party's Share allotted to him, and accepted by him, but the Women have neither as yet joined in or confirmed the ſaid Diviſion.

It is omitted in the Agreement for the Diviſion, That if any Part of either Party's Share were claimed or taken away by prior Title or Incumbrance, that the Loſs and Defence thereof ſhould be born and made good between them equally; and ſince there is a Claim or Pretence of Claim to a Part of one of the Shares ſet out and divided as aforeſaid, and the other Party refuſeth to have it mutually agreed between them, upon confirming the Diviſion, that all Claims and Recoveries thereupon, either Part divided, ſhall be born and made good equally between them.

Queſt. Whether notwithſtanding the Diviſion agreed on, and accepted by the Husbands as aforeſaid, either Party ſhall not be bound in Equity to bear and pay a Moiety of the Claims and Recoveries which may happen to either Side; and whether a Covenant to that Effect be

not reaſonable to be mutually entred into by them upon confirming the Diviſion by the Women?

I am clear of Opinion that in Caſe any Incumbrance or Defect of Title ſhall appear on the Part agreed to be allotted to one of the Parties, the other Party ought in Equity to make good a Moiety; and that Equity will relieve in ſuch a Caſe, tho' the Agreement be executed; but in this Caſe the Agreement is not yet perfected; and therefore I make no Doubt but a Court of Equity will direct mutual Covenants in Caſe of Incumbrances or Defect of Title, and that the Money to be paid by the one to the other, will be taken to make the Partition equal, but not in reſpect of any Hazard of Incumbrances, &c.

Geo. Hutchins.

Ser-

Serjeant Pemberton's *Opinion on a Caſe upon a Settlement.*

BY Act of Parliament the Manor of *Standerwick*, and divers Meſſuages, Lands and Tenements there are veſted in *W. W.* the Father, and *W. W.* the Son, and *C. R.* and their Heirs, to the Uſe and Intent, That *M. P.* ſhall receive the yearly Sum of 40 *l.* out of the ſame for his Life, with Power to diſtrain in Caſe of Non-payment, and as for and concerning the Manor, *&c.* ſo charged to the Uſe of *R. P.* for 99 Years, if he ſhall ſo long live, with Remainder to *W. W.* the Father, and *W. W.* the Son, during the Life of *R. P.* in Truſt to reſerve the Contingent Eſtates, and permit *R. P.* to receive the Profits, Remainder to *A. P.* the Wife of *R.* for Life in Bar of Dower, Remainder to the firſt, and all other the Sons of *R.* on the Body of the ſaid *A.* begotten ſucceſſively in Tail Male, the Remainder to *W. W.* the Father, and *W. W.* the Son for 200 Years in Truſt to raiſe Portions for Daughters in Caſe no Sons, and in Caſe of no Daughters to raiſe 1000 *l.* for *W. W.* the Father, the Remainder to the Uſe of the ſaid *R. P.* and the Heirs Males of his Body, the Remainder to *M. P.* the younger, and their Heirs Males of his Body, Remainder to *M.* the elder, and the Heirs Males of his Body; the Remainder to *R.* in Fee.

There is in the Act a Proviso that gives Power to *R. P.* to charge the Premiſſes with 1500 *l.* for younger Children.

M. P. is dead.

R. P. has no Iſſue.

Queſt. If *W. W.* the Father, and *W. W.* the Son, ſhould join with *R. P.* in making a Tenant to a *Precipe*, and a Writ of Entry ſhould be brought againſt ſuch Tenant, and he ſhould vouch *R. P.* and he the Common Vouchee, and thereupon a Common Recovery be had, which of the contingent Eſtates will be barred by ſuch Recovery, and may the ſame be ſafely purchaſed?

If the W's join in the Conveyance, I think the Purchaſer may be ſafe in it, and all the Eſtates will be barred, but the Wife muſt join in a Fine, Bar her Eſtate for Life, elſe nothing can be done.

Suppoſing ſuch Recovery to bar any of the contingent Eſtates at Law, would not Equity puniſh the Truſtees for preſerving the contingent Eſtates, or preſerve the contingent Remainders, and ſubject the Eſtate, in whoſe Hands ſoever they come as Purchaſers, notwithſtanding ſuch Recovery?

I think all the Parties upon whoſe Account the Settlement was made now living concurring, Equity will not puniſh the Truſtees nor do any Thing for ſetting up the contingent Eſtates that have been deſtroyed by this Recovery.

Suppoſing

Suppoſing the Wife of *R. P.* ſhould join in a Fine, with *R. P.* and the Truſtees for making ſuch Tenant to a *Præcipe*, and to bar the Dower, in order to ſubject ſome Part of the Eſtate to the Payment of Debts, and ſettle the Reſidue to the ſame Uſes by the Act; would not ſuch new Settlement be voluntary and fraudulent againſt Purchaſers from *R.* for a valuable Conſideration?

I think if there be a previous Agreement to make another Settlement of the Reſidue of the Eſtate to the former Uſes, That will be Conſideration enough to keep this new Settlement from being look'd upon as a fraudulent Settlement.

Fran. Pemberton.

Sir Thomas Powys's *Opinion on a Caſe upon a Will.*

The Caſe.

SIR *T. P.* by his Will, dated *Octob.* 15. 1672. deviſes his Eſtate at *Cornwall* in *Com' Oxon'* to Dame *E.* his Executrix, and her Heirs, to the Intent to give her Power to engage or mortgage all or any Part thereof for 3000 *l.* for the Benefit of his younger Children to be diſpoſed of according to the Schedule to his ſaid Will annexed: But if his eldeſt Son ſhould raiſe the ſaid Money, or his Executrix ſhould find a more convenient Way to pay it, then he gives the ſaid *Cornwall* Eſtate to his eldeſt Son *T. P.* Eſq; during his natural Life, and to the Heirs Males of his Body lawfully begotten; and for Want of ſuch Iſſue to his Son *F.* (now Sir *F.*) and his Heirs Males lawfully begotten, Remainder to all the Reſt of his Sons, according to their ſeveral Ages, and their Heirs Males of their Bodies; Remainder to his own right Heirs.

In the Schedule annex'd to the ſaid Will, he gives his eldeſt Daughter *E.* 800 *l.* if ſhe marry any Body but a Parſon, and if a Parſon, 200 *l.* to be paid within three Months after her Marriage; and to his Son *F.* (now Sir *F.*) the Sum of 400 *l.* to be paid to him when out of his Apprenticeſhip, and to his Daughter *C.* 500 *l.* and to his Daughter *P.* and *L.* the like, to be paid within three Months after Marriage, or Age of 20. And to his Sons *C. H. A. F. R.* and *F.* the ſeveral Sums of 400 *l.* to be paid at the Age of 20, if then alive. And if any of his younger Children

Children ſhould die before their Legacies ſhould become payable, the Legacy on ſuch Child or Children to be divided amongſt the ſurviving younger Children then unmarried.

And if the *Cornwall* Eſtate ſhould deſcend according to the aforeſaid Entail to any of his younger Sons, for want of Iſſue Male of his eldeſt Son *T.* then the Legacy of ſuch younger Son to whom the ſaid *Cornwall* Eſtate ſhould deſcend, ſhould be equally divided amongſt the Reſt of the younger Children then unmarried.

He further gives his Impropriation of *Wotton Yardland* at *Kingham*, to his ſaid Executrix, to be ſold towards the raiſing the ſaid Legacies, declaring his Intent, That if his Executrix ſhould find it difficult to ſell *Wotton* and *Kingham* at the Rate he impoſed on them, ſhe ſhould not be liable to Suits for what ſhe could not help, but then the Children whoſe Portions ſhould be then unpaid, muſt either ſtay till the Eſtates could be ſold, or elſe take them amongſt them at the ſame Proportion ſet upon them, which he declares his Executrix to have full Power to do.

He declares further, That the *Wotton* and *Kingham* Eſtate ſhould not be impoſed on any of his Daughters, without their Conſent, but upon his younger Son only.

Note, That Sir *T. P.* the Teſtator's eldeſt Son died a Batchelor, and before his Death gave a Bond to his Brother *F.* (now Sir *F.*) for his 400 *l.* he being then out of his Time of Apprenticeſhip, at which Time his Legacy is directed to be paid.

Queſt. Whether Sir *F.* having the ſaid *Cornwall* Eſtate deſcended to him as a younger Brother

ther, ſhall refund his Legacy of 400 *l.* which he was of Age to receive, and took his Brother Sir *T.*'s Security for, in his Life-time, and gave a Diſcharge for it?

The Cauſe for dividing the younger Sons Legacy, to whom the Cornwall *Eſtate ſhould deſcend, cannot (as I conceive) be conſtrued to make ſuch younger Son refund his Legacy at any Diſtance of Time whatſoever, after he had received it; but only to divide it amongſt the younger Children, if the Eſtate ſo deſcended before the Legacy was received; and in this Caſe Sir F.'s taking Security, and thereupon giving a Releaſe, amounts to an actual Receipt.*

Note, That the *Wotton* and *Kingham* Eſtates could not be ſold by the Executrix for 1200 *l.* ſo that ſhe was adviſed, that it was not ſafe to diſpoſe of it before the younger Son came of Age, or at leaſt, not ſafe for the Purchaſer to buy.

Note further, That two of the younger Sons lived to the Age of twenty Years, and ſoon after died; and one of the three youngeſt died before he came to twenty, being the Time appointed by the Will for the Payment of the ſeveral Legacies: or in caſe the Eſtate could not be ſold, then the ſame to be divided.

Queſt. Whether two Parts of the ſaid *Wotton* and *Kingham* Eſtate were not Lands in the Hands of the two Brothers that ſurvived twenty, and ſo deſcended to their Heir at Law; or whether it ſtill remains a perſonal Eſtate, and ſo goes to their Executors or Adminiſtrators?

The

The Legacies given and intended to the younger Sons were merely at firſt Money-Legacies; and Wotton *and* Kingham *Eſtates were only further Securities for them: Therefore, I think, ſince thoſe Eſtates were not actually allotted to the two younger Sons, who attained* 20 *Years of Age by the Executrix, but remained in the ſame Plight as they were before; That their Legacies ſhall be divided, if they died Inteſtate, amongſt the next a Kin according to the Act of Diſtributions, as perſonal Eſtate, and ſhall not fall to the Heir wholly; for Money ſecured by Lands of Inheritance, remains perſonal Eſtate, till the Land becomes abſolutely the Eſtate of the Creditor, or of him who is intituled to the Money upon it.*

Tho. Powys.

Serj.

Serj. Pemberton's *Opinion concerning Simony.*

C *H.* Eſq; being ſeized in Fee of the Advowſon of the Rectory of *Birlingham* in the County of *Worceſter*, for valuable Conſiderations, grants the next Avoidance thereof to *E. W.* and in the Grant of the Avoidance is a Condition, That if *T. N.* then Incumbent of the Church of *Birlingham*, ſhould not within one Month next after Notice to be given him of the firſt and next Avoidance of the Church of *Pencomb*, in the County of *Hereford*, reſign the ſaid Rectory, to the End the Grant of the Avoidance might take Effect, then the Grant of that next Preſentation to be void.

Mr. *T. N.* had before that Time ſecured to himſelf the next Preſentation to the Church of *Pencomb*, the Incumbent thereof being then 80 Years of Age.

Mr. *H.* gives a Judgment to Mrs. *W.* of 250 *l.* to void, if Mr. *N.* reſigned the Church of *Birlingham*, within one Month after Notice of the Church of *Pencomb*'s being void.

The Miniſter of *Pencomb* being in *extremis*, Mrs. *W.* treats with one Mr. *M.* for Sale of the Preſentation granted to Mrs. *W.* of the Rectory of *Birlingham*; and after the Incumbent of *Pencomb* was actually dead, Mrs. *W.* in Conſideration of 150 *l.* grants the ſaid next Preſentation to one *M.* and aſſigns the Judgment from Mr. *H.* to Mr. *M.* and afterwards *M.* in Conſideration of Money, preſents

J.

J. S. to the Rectory of *Birlingham*, after *N.* had actually left the Rectory of *Birlingham*.

We are not very positive, that we can make Proof of the last Agreement between *M.* and *S.*

Quest. If the Contract between *H.* and *W.* were Symoniacal?

I conceive this Contract between H. and *Mrs.* W. *was no Simony, but a lawful Bargain.*

Quest. If the Contract between *W.* and *M.* were Simoniacal?

I think this Contract was not Simoniacal, but a lawful Bargain; the Church of Birlingham *being then full: But when* M. *for Money, presents* S. *this was a Simoniacal Contract, and gives a Title to the Crown to Present.*

Quest. If all these Matters may be put in Issue, or whether a Plaintiff in *Quare impedit* shall be restrained to one Instance of Simony only.

I conceive in pleading the Simony, it must be one single Act of Simony that must be insisted on, and not many Simoniacal Contracts alledged for making a Title to the Crown.

Fran. Pemberton.

Serj.

Serjeant Levinz's *Opinion touching a Common Recovery.*

T. *G.* by his Will deviſes to *F. G.* 3000 *l.* to be paid at his Age of twenty-one Years, and in the mean Time, that he ſhould have ſuch ſufficient Maintenance and Education out of it, as his Wife and Overſeers ſhould think fit, and the Overplus to be received by his Wife, during her Widowhood for increaſing of his Portion; and if his Wife married a ſecond Husband, then the 3000 *l.* either to be laid out in a Purchaſe for his Son and his Heirs, or elſe 2000 *l.* to be depoſited in the Hands of the Overſeers of his Will, and 1000 *l.* in the Hands of his Wife, for the Benefit of his Son; and if *F.* ſhould die, then to be equally divided between his Siſters, and *E.* his Wife, to have the Diſpoſition of 1000 *l.* and 500 *l.* to be paid unto *F.* the Son of *R. G.* and of that Will made his Wife Executrix, and died.

Note, *F.* the Son of *T.* was a Man of very ordinary Underſtanding.

E. poſſeſſes her ſelf of the perſonal Eſtate of *T. G.* and marries *T. W.*

T. W. and *E.* his Wife by Indenture reciting the Will of *T. G.* and that the ſaid 3000 *l.* had not been laid out in Purchaſe, nor come to the Hands of the ſaid Overſeers, but that 750 *l.* thereof was out at Intereſt upon ſeveral Bonds, and that the Reſidue thereof was in the Hands of *W.* and his Wife, who were to have the Imployment of 1000 *l.* for the Education of *F.* until 21, which he had then attained, and that

an Account had been ſtated of the Money in the Hands of *W.* and his Wife; and that there was due unto *F. G.* 3100 *l.* out of which *F. G.* gave to his two Siſters 550 *l.* a-piece, and in Conſideration of the remaining 2000 *l.* *T. W.* conveys to Sir *R. S.* and others, and their Heirs, to the Uſe of them and their Heirs, five Cloſes of Paſture in *Caldecot*, in *Com' Bucks*, in Truſt to permit *F. G.* to receive the Profits of the Premiſſes during his Life, and after his Deceaſe ſuch Wife as he ſhould marry, with the Conſent of his Truſtees, to receive ſo much of the Profits as the Truſtees ſhould think fit during her Life, not exceeding one Moiety thereof; and the Reſidue of the Profits after the Death of *F.* and during his Wife's Life, and the whole Profits after her Death to be imployed by the Truſtees for the Maintenance and Education of the Children of *F.* during their Minority, and for raiſing ſuch Portions for younger Children, as *F.* by his Will ſhould direct, and for Default of his Will, as the Truſtees ſhould direct. And after ſuch Portions raiſed, to permit the Heirs of the Body of *F.* to enjoy the Profits of the Premiſſes; and in Caſe *F.* die without Iſſue, the Truſtees to ſell the Premiſſes, and to pay 500 *l.* out of the Purchaſe-Money to *F. G.* Son of *R. G.* or to ſuch Perſon as ſhould be right Heir of the ſame *F. G.* in caſe of his Death, and the Remainder to be divided amongſt his Siſters; and if one die, to the Survivor, and her Executors.

F. G. Son of *T. G.* is now upwards of ſixty, an eaſy, weak Man, and unmarried, and in all Probability will die ſo.

The ſame *F. G.* by Indenture, in Conſideration of a yearly Rent reſerved and agreed to be paid out of the Premiſſes by *A.* to him during his

his Life, which Rent is not near the yearly Value of the Land, covenants to levy a Fine of the Premiſſes amongſt other Things to *W.* and *H.* to the Intent to make them Tenants to a *Præcipe* in order to ſuffer a common Recovery thereof to enure to *A.* for Life, and after his Deceaſe to *A* his Son, and his Heirs, ſubject to the ſaid Rent during the Life of *F. G.*

A Fine is levyed accordingly.

A Recovery is ſuffered accordingly, wherein the Tenants vouch *F.* the Son of *T. G.* and he the Common Vouchee.

Queſt. If this Recovery ſuffered by the ſaid *F.* be a Bar to the equitable Remainder veſted in the Truſtees for the Benefit of the Siſters of the ſame *F.* the Son of *R. G*?

I conceive it is: For by the Rules of the Common Law, he that comes in under a Common Recovery, is ſuppoſed by Law to be ſeized of the very Eſtate which he had who ſuffered the Common Recovery, which in Suppoſition of Law does not determine, though he dies without Iſſue; and ſo no Remainder or Contingencies that are ſubſequent to that Eſtate-Tail, can ever ariſe to charge the Land, being all ſubſequent to that Eſtate, which in Judgment of Law is ſtill in Being: And though here the Party had nothing in the Land but a Truſt, yet ſince in Equity they do allow ſuch Recoveries to bar Eſtates-Tail, and the Remainders, they muſt go according to the Rules of Law, as to Contingencies alſo.

Queſt. 2. In Caſe it be a Bar, if Equity ought to charge thoſe Lands with 25 *l.* for the Benefit of the ſaid Siſters, and *F.* the Son of *R.* in Caſe *F.* the Son of *T.* die without Iſſue, by Vertue of the Will of *T. G*?

I conceive the Siſters cannot claim any Thing by the Will; for that were but in Caſe the Money were not laid out: For, if all the Money had been laid out as it might have been, they were to have nothing, now are they now out of what was laid out, but according to the new Truſt upon the Purchaſe, and that is barred, and they have had a Competence for the Contingent, they might have had by the Will 550 l. *a-piece, which is more than their Contingent was worth.*

Queſt. 3. Both the Siſters of *F.* the Son of *T.* being dead, to whom ſhall their Shares of the Monies to be raiſed by Sale of the Premiſſes in Caſe the ſame *F.* die without Iſſue, go, ſuppoſing the ſaid Remainder not to be barred.

Though this were a Contingency, and given to them and to the Survivor and her Executors, and ſo ought to veſt firſt in the Teſtator, yet being a Chattle, Intereſt in Money to be made by Sale of Land, though of Inheritance, yet I think the Executor of the Survivor would have it if it were not barred.

Queſt. 4. If the Declaration of the Uſe of the Fine and Recovery, and the ſaid Fine and Recovery be not a voluntary Conveyance, and will not be void, as ſuch, or Want of Conſideration

in Case of a future Conveyance by *F.* the Son of *T.* for a valuable Consideration?

I conceive this will be but a voluntary Conveyance against a Purchaser that shall buy the Estate for a valuable Consideration, here being nothing paid, but a Rent to be paid for a Life out of the Profits of the Land; and that under the Value of them, and upon a Conveyance of the whole Inheritance, and so not like the Case of an ordinary Lessee for Years.

March 8. 1693. **Cres. Levinz.**

A Draught

A Draught of a Marriage-Settlement, by Mr. Ewers.

THis Indenture, *Quinquepartite* made, *&c.* Between *E. C.* of, *&c.* Esq; of the first Part, *T. W.* of, *&c.* Esq; and *G. T.* of, *&c.* Gent. of the second Part, *T. L.* of, *&c.* Esq; and *W. J.* of, *&c.* Esq; of the third Part, *W. B.* of, *&c.* Esq; and *N. F.* of, *&c.* Gent. of the fourth Part, and the Right Honourable *J.* Lord *C.* of, *&c.* and the Honourable *E. B.* third Daughter of the said *J.* Lord *C.* of the fifth Part: Whereas a Marriage is intended by the Permission of God to be shortly had and solemnized, by and between the said *E. C.* and the said *E. B.* Now therefore this Indenture witnesseth, That for and in Consideration of the said intended Marriage, and of the Sum of, *&c.* of lawful, *&c.* to the said *E. C.* in Hand paid by the said *J.* Lord *C.* at or before the Ensealing and Delivery of these Presents, as and for the Marriage-Portion of the said *E.* the Receipt of which said Sum of, *&c.* the said *E. C.* doth hereby acknowledge, and thereof, and of every Part thereof doth acquit, release and discharge the said *J.* Lord *C.* his, *&c.* by these Presents, and of the Sum of 10 *s.* to the said *E. C.* in Hand paid by the said *T. W.* and *G. T.* the Receipt whereof is hereby acknowledged, and for providing a competent Jointure and Livelihood for the said *E.* in Case she shall, after the said intended Marriage, happen to survive the said *E. C.* her intended Husband; And for the Settling the Manors, Messuages, Lands, Tenements and Hereditaments herein after mentioned, upon the Trusts, and to

and for the Uſes, Intents and Purpoſes, with and under the Proviſoes and Agreements herein after mentioned, expreſſed and declared, and for divers other good and valuable Cauſes and Conſiderations him thereunto moving; He the ſaid *E. C.* hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, releaſe, and confirm unto the ſaid *T. W.* and *G. T.* and to their Heirs for ever, All, *&c.* (the Premiſſes) All which ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes mentioned to be thereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *T. W.* and *G. T.* by Vertue of a Bargain and Sale to them thereof made by the ſaid *E. C.* for the Term of one whole Year, commencing from the, *&c.* laſt paſt, before the Date hereof, in and by one Indenture, bearing Date the, *&c.* of theſe Preſents, and made, *&c.* between the ſaid *E. C.* of the one Part, and the ſaid *T. W.* and *G. T.* of the other Part; and by Force of the Statute for transferring of Uſes into Poſſeſſion, made and provided, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid Manors, Meſſuages, Lands, Tenements, *&c.* mentioned, to be hereby granted and releaſed: And all the Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever of him the ſaid *E. C.* of, into, and out of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof; **To have and to hold** the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the hereby granted and releaſed Manors, Meſſuages, Hereditaments and Premiſſes unto the ſaid *T. W.* and *G. T.* their Heirs and Aſſigns for ever, to ſuch

Settlement on Truſtees.

Habend.

ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and with, and under ſuch Proviſoes, Limitations and Agreements as are herein after expreſſed and declared, of, and concerning the ſame (that is to ſay), To the Uſe and Behoof of the ſaid *E. C.* and his Heirs, until the Solemnization of the ſaid intended Marriage, and from and after the Solemnization of the ſaid intended Marriage, as for and concerning the Manor of, *&c.* (*here Name the Particulars.*) To the Uſe and Behoof of the ſaid *E. C.* his Heirs and Aſſigns for ever, and to and for no other Uſes, Intents or Purpoſes whatſoever; And from and after the Solemnization of the ſaid intended Marriage, as for and concerning the ſaid Manors of, *&c.* unto the ſaid *E. C.* and his Heirs and Aſſigns, from and after the Solemnization of the ſaid intended Marriage, to the Uſe and Behoof of the ſaid *E. C.* for and during the Term of 99 Years, if the ſaid *E. C.* ſhall ſo long live, without Impeachment of, or for any Manner of Waſte, and from and after the Determination of that Eſtate, to the Uſe and Behoof of the ſaid *T. W.* and *G. T.* and their Heirs, for and during the Life of the ſaid *E. C.* upon Truſt, and to the Intent to ſupport and preſerve the contingent Uſes and Eſtates herein after limited, from being deſtroyed or defeated, and for that Purpoſe to make Entries, and bring Actions as the Caſe ſhall require; but nevertheleſs to permit and ſuffer the ſaid *E. C.* and his Aſſigns, during his natural Life, to take the Rents, Iſſues, and Profits of the Manors, Meſſuages, Lands, Tenements and Premiſſes to and for his and their own Uſe and Benefit, and from and after the Deceaſe of the ſaid *E. C.* then to the Uſe and Intent that the ſaid *E.* the intended Wife of the ſaid *E. C.* and her Aſſigns, ſhall and may

To the Huſband for 99 Years, if he ſo long live, without Impeachment of Waſte.

To Truſtees during the Husband's Life to preſerve Contingent Remainders.

yearly, and every Year, during the Term of her natural Life, have, receive, and take by and out of the ſaid laſt mentioned Manors, Meſſuages, Lands, Tenements and Hereditaments, the yearly Rent or Sum of 250 *l.* of lawful Money of *England*, freed, diſcharged and clear of all Taxes, Aſſeſſments, Impoſitions and Payments taxed or impoſed, or to be taxed or impoſed upon the ſaid Manors, Lands, Tenements and Hereditaments, or any of them, or upon the ſaid yearly Rent of 250 *l.* or any Part thereof, or upon the ſaid *E.* or her Aſſigns, for or in reſpect thereof for her Jointure, and in Lieu, Bar and Satisfaction of her Dower and Thirds at the Common Law, which ſhe ſhall or may have or claim into or out of any Manors, Lands, Tenements or Hereditaments, whereof or wherein the ſaid *E. C.* ſhall be ſeized of any Eſtate of Freehold and Inheritance, during the Coverture between them, payable and to be paid, at and in the in or upon the two moſt uſual Feaſts or Days of Payment in the Year, (that is to ſay) the Feaſt of, *&c.* by even and equal Portions; the firſt Payment thereof to begin and to be made upon ſuch of the ſaid Feaſts as ſhall next happen after the Deceaſe of the ſaid *E. C.* and to this further Uſe and Intent, That if the ſaid yearly Rent or Sum of 250 *l.* or any Part thereof ſhall be behind and unpaid by the Space of 21 Days next over or after any the ſaid Feaſts or Days of Payment, whereon the ſame ought to be paid as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *E.* and her Aſſigns, into and upon the ſaid laſt mentioned Manor, Meſſuages, Lands, Tenements and Hereditaments, or into or upon any Part thereof to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there found to take, lead, drive, carry

carry away and impound, and in Pound to detain and keep, until ſhe or they ſhall be of the ſaid yearly Rent or Sum of 250 *l.* and all Arrears thereof, (if any ſhall then be,) together with the Charges of the ſaid Diſtreſs and Detaining, fully ſatisfied and paid. **Provided always**, and 'tis hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That in caſe the ſaid yearly Rent or Sum of 250 *l.* or any Part thereof, ſhall happen to be behind and unpaid by the Space of fifty Days next over or after any of the ſaid Feaſts or Days of Payment, whereon the ſame ought to be paid, as aforeſaid, (being lawfully demanded,) then, and ſo often, it ſhall and may be lawful to and for the ſaid *E.* and her Aſſigns, into and upon the ſaid laſt mentioned Manor, Meſſuages, Lands, Tenements, and Hereditaments, or into or upon any Parcel thereof, in the Name of the Whole to enter, and the ſame to have, hold, and enjoy, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit, until ſhe or they ſhall thereby or therewith be fully ſatisfied and paid all the Arrears of the ſaid yearly Sum of 250 *l.* and all Loſs and Damage, which ſhe or they ſhall be put unto, or any Ways ſuſtain by Reaſon of the Non-payment thereof at the Days and Times in that Behalf before-mentioned: And as for and concerning the ſaid laſt mentioned Manor, Meſſuages, Lands, Tenements, and Hereditaments, ſo charged and chargeable with, and ſubject and liable to, the Payment of the ſaid yearly Rent or yearly Sum of 250 *l.* in Manner aforeſaid, from and immediately after the Deceaſe of the ſaid *E. C.* to the Uſe and Behoof of the ſaid *T. L.* and *W. J.* their, *&c.* for and during the full Time and Term, and

A Proviſo for to re-enter in Default of Payment within 50 Days.

unto the full End and Term of 300 Years from thence next enſuing fully to be compleat and ended, without Impeachment of, or for any Manner of Waſte upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and with and under ſuch Proviſoes and Agreements as are herein after expreſſed of and concerning the ſame, and from and after the End, or other ſooner Determination, of the ſaid Term of 300 Years to the Uſe and Behoof of the firſt Son of the Body of the ſaid *E. C.* on the Body of the ſaid *E.* to be begotten, and the Heirs Males of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond Son of the Body of the ſaid *E. C.* on the Body of the ſaid *E.* lawfully to be begotten, and the Heirs Males of ſuch ſecond Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the 3d, 4th, 5th, 6th, and 7th, and all and every other the Son and Sons of the Body of the ſaid *E. C.* on the Body of the ſaid *E.* his intended Wife, lawfully to be begotten ſeverally and ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age, and Priority of Birth, and the ſeveral and reſpective Heirs Males of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing, the elder of the ſaid Sons, and the Heirs Male of his Body iſſuing to be preferred and take before the younger of ſuch Son or Sons, and the Heirs Males of his and their Bodies iſſuing; and for Default of ſuch Iſſue, in Caſe the ſaid *E.* the intended Wife of the ſaid *E. C.* ſhall happen to be Enſeint of a Child or Children by him the ſaid *E. C.* at the Time of the Deceaſe of the ſaid *E. C.* her intended Husband, to the

Uſe

Uſe and Behoof of the ſaid *T. W.* and *G. T.* their Heirs, until the ſaid *E.* ſhall be delivered of ſuch Child or Children, or die, which ſhall firſt happen: And if ſuch after-born Child or Children ſhall happen to be a Son or Sons, then to the Uſe and Behoof of all and every ſuch after-born Son and Sons ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age, and Priority of Birth, and of the ſeveral and reſpective Heirs Males of the Body and Bodies, of all and every ſuch after-born Son and Sons lawfully iſſuing, the Elder of ſuch after-born Sons, and the Heirs Males of his Body iſſuing, being always preferred, and to take before the younger of ſuch after-born Sons, and the Heirs Males of his and their Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid *W. B.* and *N. F.* their, *&c.* for and during the full Time and Term of 100 Years from thence next enſuing fully to be compleat and ended, without Impeachment, of or for any Manner of Waſte upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and with and under ſuch Proviſoes and Agreements as are herein after expreſſed of and concerning the ſame. And from and after the End, or other ſooner Determination, of the ſaid Term of 100 Years, then to the Uſe and Behoof of the ſaid *E. C.* his, *&c.* for ever, and to and for no other Uſe, Intent or Purpoſe, whatſoever: And as for and concerning the ſaid Term of 300 Years herein before limited to the ſaid *T. L.* and *W. J.* their, *&c.* it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them, as aforeſaid, upon the Truſts, and to and for the Intents and Purpoſes, and with and under the Proviſoes and Agreements herein after expreſſed and declared, (that

(that is to ſay,) That in caſe there ſhall be one or more Child or Children of the Body of the ſaid *E. C.* on the Body of the ſaid *E.* his intended Wife, begotten at the Time of the Deceaſe of the ſaid *E. C.* (other than and beſides ſuch Iſſue Male of the Body of the ſaid *E. C.* on the Body of the ſaid *E.* to be begotten, who from and after the Determination of the ſaid Term of 300 Years ſhall, for the Time being, be immediately inheritable to the ſaid laſt mentioned Manors, Hereditaments, and Premiſſes, or any of them, by and according to the Limitations herein contained,) then upon Truſt, that they, the ſaid *T. L.* and *W. J.* or the Survivor of them, and his Executors, Adminiſtrators or Aſſigns, ſhall and do by Sale or Mortgage of the ſame Term, of and in the ſaid laſt mentioned Manors, Meſſuages, Lands, Tenements, and Premiſſes, ſo limited to them for the Term of 300 Years, as aforeſaid, or in a competent Part thereof, and by the Rents, Profits thereof, in the mean Time, and until ſuch Sale, raiſe and levy the Sum of 3000*l.* of lawful Money of *England*, for the Portion and Portions, and Maintenance and Education of all and every ſuch Child and Children not being inheritable, as aforeſaid, at ſuch Time and Times, and in ſuch Parts and Proportions, Manner and Form, as the ſaid *E. C.* and *E.* his Wife, *&c.* ſhall at any Time or Times hereafter, during their Lives, or the Survivor of them, by any Writing or Writings under their Hands and Seals, or under the Hands and Seals of the Survivor of them, atteſted by three or more credible Witneſſes, or by the Laſt Will and Teſtament in Writing of ſuch Survivor, to be by ſuch Survivor ſigned, publiſhed, and declared, in the Preſence of the like Number of Witneſſes, direct, limit, or appoint; and in Default of ſuch Direction, Limitation,

tion or Appointment unto ſuch Child or Children, (not being inheritable, as aforeſaid,) to be equally divided between them, Share and Share alike, to be paid unto them in Manner following; (that is to ſay,) Unto ſuch younger Son and Sons at their reſpective Ages of twenty-one Years, and unto the Daughter and Daughters, when they ſhall reſpectively attain unto the Age of one and twenty Years, or be married, which ſhall firſt happen, and ſhall and do by and out of the Rents and Profits of the ſaid Manors, Meſſuages, Lands, Tenements, and Premiſſes, ſo limited for 300 Years, as aforeſaid, in the mean Time, and until the ſaid Portions ſhall become payable reſpectively, as aforeſaid, raiſe and levy ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch Child or Children, (not being inheritable, as aforeſaid,) as the ſaid *T. L.* and *W. L.* or the Survivor of them, and his, *&c.* ſhall think meet, the ſame yearly Sum and Sums of Money ſo appointed, for Maintenance and Education, as aforeſaid, not exceeding the Intereſt of their ſaid reſpective Portions, at the Rate of 5 *l. per Cent. per Ann.* * **Provided always**, That in caſe any of the ſaid Children ſhall happen to die before their ſaid Portions ſhall become payable, as aforeſaid, then the Portion, *&c.* of him, her, or them, ſo dying, ſhall go and be paid unto, and be equally divided among the Survivors, and Survivors of them, at ſuch Time as the original Portion or Portions of ſuch ſurviving Children ſhall become payable, as aforeſaid. **Provided always**, That in caſe all and every the ſaid Child or Children ſhall happen to die before their or any of their ſaid Portions ſhall become payable, then the ſaid ſeveral and reſpective Sums of Money appointed to be raiſed for their Portions as aforeſaid, being raiſed, or ſo

* A Proviſo, that in caſe any of the Children happen to die before their Portions become payable, the Portion of him or them ſo dying to be paid unto, and equally divided amongſt the Survivors of them, at the Time the original Proviſion of ſuch ſurviving Child or Children becomes payable.

ſo much thereof, as ſhall be then raiſed, ſhall be paid unto the Perſon or Perſons to whom the next and immediate Reverſion or Remainder of the ſame Premiſſes expectant upon the ſame Term of 300 Years, ſhall for that Time being belong or appertain: And then alſo the ſame ſeveral and reſpective Sums of Money, or ſo much thereof as ſhall not be then raiſed, ſhall not be raiſed, but ſhall ceaſe for the Benefit of the ſame Perſon or Perſons in Reverſion or Remainder, as aforeſaid. And upon this further Truſt, That they the ſaid *T. L.* and *W. I.* or the Survivor of them, and his, *&c.* ſhall and do from Time to Time diſpoſe of and pay the Reſidue and Overplus of the Rents and Profits of the ſame Premiſſes over and above ſo much thereof as ſhall be paid to or for the reſpective Maintenances and Educations of the ſaid Child or Children (not being inheritable, as aforeſaid) unto ſuch Perſon and Perſons, who ſhall be next in Reverſion or Remainder, or of the ſame Premiſſes expectant upon the Determination of the Term of 300 Years. Provided alſo, That the ſaid *T. L.* and *W. J.* or the Survivor of them, and his Executors or Adminiſtrators ſhall not ſell or mortgage all or any Part of the ſaid Manors, Meſſuages, Lands, Tenements, and Premiſſes, ſo limited to them for the Term of 300 Years, as aforeſaid, until ſome of the ſaid Portions ſhall become payable, as aforeſaid. Provided alſo, and it is hereby further declared and agreed by and between the ſaid Parties to theſe Preſents, That in caſe there ſhall be no Child or Children of the Body of the ſaid *E. C.* on the Body of the ſaid *E.* begotten,) other than ſuch Iſſue Male as ſhall be inheritable by Vertue of the Limitations aforeſaid, or there being ſuch Child or Children, all of them ſhall happen to die before their, or any

A Proviſo, *&c.*

A Proviſo, *&c.*

of

of their ſaid Portions ſhall become payable as aforeſaid; or in caſe the ſeveral and reſpective Sums of Money appointed to be raiſed for ſuch Childrens Portions, as aforeſaid, and alſo ſuch Maintenance in the mean Time, and until the ſame Portions ſhall become payable, as aforeſaid, ſhall be by the ſaid *T. L.* and *W. J.* or the Survivor of them, and his, *&c.* raiſed and levyed by the Ways and Means in that Behalf afore mentioned, then and in any of the ſaid Caſes, and at all Times from thenceforth the ſaid Term of 300 Years herein before limited, of and in the Premiſſes, or ſo much thereof as ſhall remain undiſpoſed of, as aforeſaid, ſhall ceaſe, determine, and be utterly void and of none Effect, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding: **Provided always**, That in Caſe the ſaid *E. C.* ſhall in his Life-time give unto ſuch younger Child or Children (not being inheritable, as aforeſaid) any Portion or Portions, or ſhall leave ſuch Child or Children, any Lands or Tenements, Goods or Chattels at the Time of his Deceaſe, then the ſaid Portion or Portions, ſo by him given or left, and the Value of the Lands, Tenements, Goods and Chattels ſo to be by him to them or any of them left, as aforeſaid, ſhall be taken and accounted as Part of the Portion or Portions hereby for them provided; unleſs he ſhall declare the contrary thereof by any Writing or Writings, or by his laſt Will and Teſtament in Writing, ſuch Will or Writing to be ſigned, publiſhed and declared in the Preſence of three or more credible Witneſſes, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding: And as for, touching and concerning the ſaid Term of 100 Years limited to the ſaid *W. B.* and *N. F.* their, *&c.* as aforeſaid, It is hereby declared

A Proviſo, *&c.*

The Truſts of the Term of 100 Years, *&c.*

declared and agreed by and between all the ſaid Parties to theſe Preſents, That the ſame Term is ſo limited to them as aforeſaid upon the Truſts and to and for the Intents and Purpoſes, and with and under the Proviſoes and Agreements herein after expreſſed and declared; that is to ſay, That in caſe there ſhall be no Iſſue Male of the Body of the ſaid *E. C.* on the Body of the ſaid *E.* to be begotten, or there being ſuch Iſſue Male, all of them ſhall happen to die before any of them ſhall attain unto the Age of one and twenty Years, and there ſhall happen to be one or more Daughter or Daughters of the Body of the ſaid *E. C.* on the Body of the ſaid *E.* his intended Wife, begotten at the Time of Failure of ſuch Iſſue Male of their Bodies as aforeſaid, or at any Time after then upon Truſt, That the ſaid *W. B.* and *N. F.* or the Survivor of them, and his, *&c.* ſhall and do by Sale or Mortgage of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo limited to them for the ſaid Term of 100 Years as aforeſaid, or of a competent Part thereof, and by and with the Rents and Profits thereof in the mean Time, and until ſuch Sale, raiſe and levy ſuch Sum and Sums of Money for the Portion and Portions of all and every ſuch Daughter and Daughters as are herein after mentioned and expreſſed (that is to ſay) if there ſhall be but one ſuch Daughter, then the Sum of 3000 *l.* of lawful Money of *England* for the Portion of ſuch only Daughter, to be paid unto ſuch only Daughter, when ſhe ſhall attain her Age of 21 Years, or be married, which ſhall firſt happen: And if two or more ſuch Daughters, then the like Sum of 3000 *l.* for the Portion of ſuch Daughters to be paid unto and equally divided amongſt all and every ſuch Daughters when they ſhall reſpectively

A Proviſion for Daughters, *&c.*

attain their ſeveral Ages of twenty-one Years, or be married, which ſhall firſt happen, Share and Share alike; ſo always. That in caſe any of the ſaid Daughters ſhall happen to die before her or their, or any of their Portions ſhall become payable as aforeſaid, then the Portion or Portions of her or them ſo dying ſhall go, and be paid unto, and equally divided amongſt the Survivor and Survivors of ſuch Daughters, when the original Portion or Portions of ſuch ſurviving Daughter or Daughters ſhall become payable as aforeſaid: And ſo alſo that in caſe all the ſaid Daughters ſhall happen to die before their or any of their ſaid Portions ſhall become payable as aforeſaid, then the ſaid Sum of 3000 *l.* before limited or appointed to be raiſed for Daughters Portions as aforeſaid, or ſo much thereof as ſhall then be raiſed, ſhall be paid unto ſuch Perſon or Perſons to whom the next and immediate Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of 100 Years ſhall for the Time being, belong or appertain; And then alſo the ſaid Sum of 3000 *l.* or ſo much thereof as ſhall not be then raiſed, ſhall not be raiſed, but ſhall ceaſe for the Benefit of the ſame, or Perſons in Reverſion or Remainder as aforeſaid; And upon the further Truſt, That they the ſaid *W. B.* and *N. F.* or the Survivor of them, and his, *&c.* ſhall and do by and out of the Rents and Profits of the ſaid Manors, Meſſuages, Lands, Tenements and Premiſſes ſo limited to them as aforeſaid, in the mean Time, and until the Portion or Portions of the ſaid Daughter or Daughters as ſhall become payable as aforeſaid, raiſe, levy and pay ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch Daughter and Daughters, as the ſaid *W. B.* and *N. F.* or the Survivor of them, or his, *&c.* ſhall

ſeem

ſeem meet, ſuch yearly Maintenance not exceeding the Intereſt of their reſpective Portion or Portions, at the Rate of 5 *l. per Cent. per Ann.* And upon this further Truſt and Confidence, that the Overplus of the ſaid Rents and Profits over and beſides what ſhall be applied for the Portion or Portions, Maintenance and Maintenances of the ſaid Daughter and Daughters ſhall be paid to the Perſons, who ſhall for the Time being be next in Remainder or Reverſion of the Premiſſes ſo limited for the ſaid Term of 100 Years, as aforeſaid: **Provided always**, That the ſaid *W. B.* and *N. F.* or the Survivor of them, or his, *&c.* ſhall not ſell or mortgage all or any Part of the ſaid Manors, Meſſuages, Lands, Tenements, *&c.* ſo limited to them, as aforeſaid, until ſome one of the ſame Portions ſhall become payable by Vertue of theſe Preſents: **Provided alſo**, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That in caſe there ſhall be no Daughter or Daughters of the Body of the ſaid *E. C.* on the Body of the ſaid *E.* begotten at the Time of ſuch Failure of Iſſue Male, as aforeſaid, or at any Time after, or there being ſuch Daughter or Daughters, all of them ſhall happen to die before their or any of their ſaid Portions ſhall become payable by Vertue of theſe Preſents, or in Caſe the ſaid Sum and Sums of Money before limited and appointed to be raiſed for Daughters Portions, as aforeſaid, and alſo ſuch Maintenance in the mean Time, and until the ſaid Portions ſhall become payable, as aforeſaid, ſhall be by the ſaid *W. B.* and *N. F.* or the Survivor of them, or his, *&c.* raiſed and levied by the Ways and Means in that Behalf before mentioned, then and in any of the ſaid Caſes, the ſaid Term of 100 Years, of and in the ſaid Premiſſes ſo limited for the ſame

Term, or of or ſo much thereof as ſhall not be diſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe and determine for the Benefit of the Perſon and Perſons, who ſhall by Vertue of the Limitations aforeſaid be next in Reverſion or Remainder thereof: **Provided always**, That in Caſe the ſaid *E. C.* ſhall in his Life-time give unto ſuch Daughter or Daughters, any Portion or Portions, or ſhall leave ſuch Daughter or Daughters any Lands, Tenements, Goods, *&c.* at the Time of his Deceaſe, then the ſaid Portion or Portions ſo by him given or left, and the Value of the Lands, Tenements, Goods and Chattels ſo to be by him to them, or any of them, left, as aforeſaid, ſhall be taken and accounted as Part of the Portion or Portions hereby for them provided, unleſs he ſhall declare the contrary hereof by any Writing or Writings, or by his Laſt Will and Teſtament in Writing, ſuch Will or Writing to be ſigned, publiſhed and declared in the Preſence of three or more credible Witneſſes, or any Thing herein contained to the contrary thereof in any wiſe notwithſtanding: **Provided alſo**, That in Caſe any of the Monies to be raiſed for the Daughters or younger Sons of the Body of the ſaid *E. C.* on the Body of the ſaid *E.* his intended Wife to be begotten ſhall by Vertue of the Truſt herein before declared of and concerning the ſaid Term of 300 Years come unto ſuch Daughter or Daughters of the ſaid *E. C.* who by Vertue of theſe Preſents are to have Benefit of the Truſts herein before declared of and concerning the ſaid Term of 100 Years, then ſuch Money ſhall alſo be accounted Part of the Portions intended to be provided for ſuch Daughters by and out of the Truſts herein before declared of and concerning the ſaid Term of 100 Years: **Provided always**, and it is hereby declared and agreed by and between all

A Proviſo for *E. C.* to let Leaſes, *&c.*

the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *E. C.* during his Life, by Indenture under his Hand and Seal to leaſe all or any Part of the ſaid Manor of, *&c.* aforeſaid, for any Term or Number of Years not exceeding the Term of 21 Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, ſo as upon every ſuch Leaſe ſo to be made as aforeſaid, there be reſerved the moſt and beſt yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or any other Thing by Way of Fine or Income, for or in reſpect of any ſuch Leaſe or Leaſes, and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte, and ſo as there be contained in every ſuch Leaſe, ſo to be made as aforeſaid, Clauſes of Re-entry for Non-payment of the Rent or Rents to be thereby reſerved; and ſo as the reſpective Leſſee and Leſſees to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes: **Provided alſo**, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *E. C.* from Time to Time, and at all Times, during his natural Life, to demiſe or let all or any Part of the ſaid Manor of, *&c.* aforeſaid, which now are or within the Space of twenty Years laſt paſt, before the Date hereof have been letten at the old or uſual Rents upon Fines by Indenture under his Hand and Seal, to Leaſe the ſame, or any Part or Parts thereof to any Perſon or Perſons for any Term of Years not exceeding 99 Years, (determinable upon the Death of 1, 2, or 3 Perſon or Perſons) in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, ſo as upon every ſuch Leaſe ſo to be

A Proviſo, *&c.*

be made there be reſerved and made payable, during the Continuance of ſuch Leaſes ſo much Rent as is now reſerved upon the ſame or more, or a juſt Proportion of ſuch Rent according to the Value of the ſame Premiſſes ſo to be leaſed; And ſo as ſuch Leaſe or Leaſes be not made diſpuniſhable of Waſte: And ſo as in every ſuch Leaſe or Leaſes ſo to be made, there be contained ſuch Covenants, *&c.* as are uſual in like Caſes: And ſo as the Leſſee and Leſſees of ſuch Leaſe and Leaſes ſeal and execute Counterparts thereof; **And whereas** *J. C.* Eſq; deceaſed, Father of the ſaid *E. C.* did in his Life-time make divers Leaſes of divers Parcels of the aforeſaid Premiſſes ſituate, *&c.* aforeſaid for divers Terms of Years, ſome determinable on the Death of one, two, or three Perſons, which have become void in Law by his Death, by Reaſon of his being only Tenant for Life of the ſame Premiſſes at the Time of his making the ſaid Leaſes: **And whereas** it was the Deſire of the ſaid *J. C.* in his Life-time, and is now the Deſire of all the ſaid Parties to theſe Preſents, that the ſame Leaſes ſhall be and continue in like Form as if the ſaid *J. C.* had been Tenant in Fee-ſimple of the ſame Premiſſes at the Time of his Making the ſaid Leaſes: Now it is hereby provided and declared by and between all the ſaid Parties to theſe Preſents, that theſe Preſents and the Conveyance hereby made, ſhall be, enure, and operate in ſuch Manner for the Benefit of the Leſſees of the laſt mentioned Premiſſes, as if the ſaid *J. C.* had been ſeiſed in Fee-ſimple of the Premiſſes ſo leaſed at the Time of the Making of the ſaid Leaſe; ſo always that the Rents reſerved upon the ſaid Leaſes ſhall go with and be ſubſervient to the Uſes herein limited: And the ſaid *E. C.* for himſelf,

Certain Leaſes formerly made by *J. C.* Father to the ſaid *E. C.* allow'd and made good.

A Covenant, That he is ſeized of the Premiſſes in Fee-ſimple.

himself, his, &c. doth covenant and grant to and with the said *J.* Lord *C.* his, &c. by these Presents in Manner and Form following (that is to say) that notwithstanding any Act, Matter, or Thing whatsoever, done, committed or willingly suffered by him the said *E. C.* or any of his Ancestors to the contrary, he the said *E. C.* is and standeth lawfully, rightfully and absolutely seized of and in all and every the Manors, Messuages, Lands, Tenements, Hereditaments and Premisses aforesaid, of a good, sure, perfect, absolute and indefeazable Estate of Inheritance in Fee-simple to him and his Heirs, without any Trust, Limitation, Power of Revocation, Use or Uses, or any other Matter, Restraint or Thing whatsoever, to alter, change, revoke, make void, lessen, incumber or determine the same (except as is herein after expressed). And that the said *E. C.* for and notwithstanding any such Act, Matter or Thing, as aforesaid, hath at the Time of the Ensealing and Delivery of these Presents in himself, good Right, full Power, and lawful and absolute Authority to convey the same Manors, Messuages, Lands, Tenements, and other the Premisses unto the said *T W.* and *G. T.* and their Heirs, according to the Purport, true Intent and Meaning of these Presents: And further, That the said Manors, Messuages, Lands, Tenements, and all and singular other the Premisses shall or lawfully may from Time to Time, and at all Times hereafter, remain, continue, and be to and for the said several and respective Uses, Intents and Purposes upon the Trusts, and under and subject to the Provisoes and Agreements herein before expressed, limited and declared concerning the same, and shall or may be peaceably and quietly held and enjoyed accordingly, without the lawful Let, Suit, Trouble, Denial,

A Covenant, That he hath Power to convey the Premisses, as aforesaid.

A Covenant for quiet Enjoyment, &c.

nial, Eviction or Interruption of or by him the ſaid *E. C.* or his Heirs, or of or by any other Perſon or Perſons lawfully claiming, or to claim the ſame Manors, Meſſuages, Lands, Tenements and Premiſſes, or any of them, or any Part thereof, from, by, or under him, them, or their Anceſtors, or any of them: And that free and clear, and freely and clearly, acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved harmleſs and kept indempnified by him the ſaid *E. C.* and his Heirs, *&c.* of, from, and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Entails, Statutes, Recognizances, Judgments, Extents, Executions, Rent-Charge, Rent-Seck, Arrears of Rent, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeiture, and Re-entries, Debts, Duties, Decrees, Sequeſtrations, and of, from, and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid *E. C.* or his Heirs, or any other Perſon or Perſons whatſoever lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, of, into, or out of the ſaid Manors, Meſſuages, Lands, Tenements and Premiſſes mentioned to be hereby granted and releaſed, or any of them, or any Part thereof, from, by, or under him, them, or either or any of them, or from, by, or under his, their, or either of their Anceſtors, or his, their, or any of their Acts, Means, Aſſent, Conſent, Default, Privity or Procurement, other than and except certain Indentures of Bargain and Sale, and Releaſe and Confirmation, bearing Date the, *&c.* laſt

paſt, whereby the ſaid *J. C.* in his Life-time did charge one Moiety or undivided half Part of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes with one Annuity or yearly Rent-charge of 40 *l. per Ann.* payable unto *E. C.* eldeſt Daughter of the ſaid *J. C.* during her natural Life upon ſuch Conditions as are herein mentioned, and alſo with the Sum of 1000 *l.* to be paid on the, *&c.* in Purſuance of certain Articles entred into by the ſaid *J. C.* with *G. H.* the elder, Dr. in Phyſick, Father of *G. H.* the Younger, who married *M.* one other of the Daughters of the ſaid *J. C.* for her Marriage-Portion, and alſo with the Sum of 50 *l. per Annum* to be paid to the ſaid *G. H.* the Younger, until the ſaid Sum of 1000 *l.* ſhall become due and payable, and alſo with the further Sum of 1000 *l.* unto *S. C.* one other of the Daughters of the ſaid *J. C.* to be paid unto her at her Age of 21 Years or Marriage, which ſhall firſt happen, and with the Maintenance and Education of the ſaid *S.* in the mean Time and until the ſaid Sum of 1000 *l.* ſhall become due and payable, and ſuch Leaſes of ſuch Part of the Premiſſes as are mentioned in a Schedule hereunto annex'd: **And moreover**, That he the ſaid *E. C.* and his Heirs, and all and every other Perſon and Perſons haying or claiming, or that ſhall or may have or claim any Eſtate, Right, Title, Truſt, or Intereſt in Law or Equity of, into, or out of the ſame Manors, Meſſuages, Lands, Tenements and Premiſſes, or any of them, or any Part thereof from by, or under or in Truſt for him, them, or any of them, his, or their, or any or either of their Anceſtors, ſhall and will from Time to Time, and at all Times hereafter, during the Term of ſeven Years next enſuing the Date hereof upon every reaſonable Requeſt of the ſaid *J.* Lord *C.* his, *&c.*

but

but at the proper Coſts and Charges in the Law of the ſaid *E. C.* or his Heirs, make, do, acknowledge, levy, ſuffer and execute, or cauſe to be made, done, acknowledged, levied, ſuffered and executed all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Aſſurances and Conveyances in the Law whatſoever, for the further, better, and more perfect and abſolute aſſuring, ſurety, ſuremaking, conveying, ratifying and confirming the ſame Manors, Meſſuages, Lands, Tenements and Premiſſes unto the ſaid *T. W.* and *G. T.* and their Heirs, to and for the ſeveral and reſpective Uſes, Intents and Purpoſes, and upon the Truſts, and with and under the Proviſoes and Agreements herein before expreſſed, limited and declared as by the ſaid *J.* Lord *C.* his, *&c.* or by his or their Counſel learned in the Law, ſhall be reaſonably adviſed, deviſed or required, be it by Fine, Feoffment, Recovery or otherwiſe howſoever, ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than are in theſe Preſents contained, and ſo as the Party or Parties who ſhall be deſired to make or do ſuch further Acts or Aſſurances for the Making or Doing thereof, be not compelled or compellable to go or travel further than the Cities of *London* and *Weſtminſter*, or one of them.

In Witneſs, &c.

A Deed of Purchaſe and Settlement by Way of Releaſe, by Mr. Folkes.

THis Indenture *Quadripartite*, made, *&c.* Between *T. L.* of, *&c. E.* his Wife, Daughter of Sir *J. R.* of the firſt Part; The Honourable Sir *G. E.* of, *&c.* of the ſecond Part, *T. C.* of the third Part, the ſaid Sir *J. R.* and *T. L.* of the fourth Part: Whereas by Indentures of Leaſe and Releaſe, bearing Date, *&c.* and made or, *&c.* between *F. M.* Eſq; and the ſaid *T. L.* of the one Part; and the ſaid Sir *G. E.* of the other Part; the Releaſe reciting as therein is recited, in Conſideration of 1000 *l.* in the ſaid Indenture of Releaſe mentioned to be paid by the ſaid Sir *G. E.* to the ſaid *F. M.* and for other Conſiderations in the ſaid Indentures of Leaſe and Releaſe mentioned, the ſaid *F. M.* and *T. L.* did convey and aſſure (amongſt other Things) the ſeveral Cloſes and Parcels of Land, Meadow and Paſture herein after mentioned, with their Appurtenances unto the ſaid Sir *G. E.* his, *&c.* to the Uſe of him, his, *&c.* for ever, under a Proviſo and Agreement in the ſaid Indenture of Releaſe contained for the ſaid Sir *G. E.* his, *&c.* conveying the ſaid Premiſſes to the ſaid *T. L.* his, *&c.* upon his or their Payment of the Sum of 1240 *l.* of good Engliſh Money unto the ſaid Sir *G. E.* his, *&c.* at the Time and Place in the ſaid Indenture of Releaſe mentioned and appointed, as in and by the ſaid Indentures of Leaſe and Releaſe may and doth appear, which ſaid Sum of 1240 *l.* was not paid to the ſaid Sir *G. E.* at the Time and Place in the ſaid Indenture of Releaſe mentioned: And whereas by Indenture bearing Date, *&c.* made between the ſaid *T. L.* of the

the one Part, and the ſaid Sir *G. E.* of the other Part, reciting (amongſt other Things) the Indenture of Leaſe and Releaſe herein before recited, and that there was then due to the ſaid Sir *G. E.* from the ſaid *T. L.* on the ſaid Security, the Sum of 1400 *l.* and for 1200 *l.* more paid to the ſaid *T. L.* by the ſaid Sir *G. E.* he the ſaid *T. L.* did remiſe, releaſe, and confirm unto the ſaid Sir *G. E.* his Heirs and Aſſigns, the ſaid Cloſes and Parcels of Land, Meadow and Paſture herein after mentioned, and the other Things in the ſaid Indentures of Leaſe and Releaſe contained, and all his Equity of Redemption thereunto, under a further Proviſo and Agreement; That if the ſaid *T. L.* ſhould have paid to the ſaid Sir *G E.* his, *&c.* the Sum of 2850 *l.* at the Times and Place in the ſame Indenture mentioned, That then the ſaid Sir *G. E.* his, *&c.* ſhould convey the ſaid Cloſes and Premiſſes, and the other Things in the ſame Indenture mentioned unto the ſaid *T. L.* his, *&c.* As in and by the ſame Indenture may and doth likewiſe appear: And whereas in and by a certain Deed, and Writing, bearing Date, *&c.* laſt paſt, indorſed on the ſaid laſt recited Indenture, reciting, That the ſaid Sir *G. E.* had the Day of the Date thereof, lent and paid unto the ſaid *T. L.* the further Sum of 100 *l.* in good Engliſh Money, and that there was then due and unpaid unto the ſaid Sir *G. E.* 62 *l.* 10 *s.* for the Intereſt of the ſaid 2600 *l.* ſecured by the ſaid laſt recited Indenture, which ſaid 62 *l.* 10 *s.* Intereſt was due, and ſhould have been paid the 20th, *&c.* The ſaid *T. L.* did, in and by the ſame Deed or Writing agree with the ſaid Sir *G. E.* That the Premiſſes in the ſaid recited Indentures contained, ſhould ſtand and be a Security unto the ſaid Sir *G. E.* for the Payment as well of the ſaid 100 *l.* then lent, with Intereſt for the ſame, after the Rate of

5 *l.* in the Hundred for a Year from thenceforth to be accounted, As for the ſaid 2600 *l.* formerly lent, and the Intereſt due for the ſame on the ſaid Day of, *&c.* and which from the ſame Day of, *&c.* ſhould grow due for the ſaid 2600 *l.* after the Rate aforeſaid, until the ſame ſhould be paid in, as in and by the ſame Deed or Writing may and doth alſo appear: **Now this Indenture witneſſeth**, That for and in Conſideration of the Sum of 1350 *l.* of good *Engliſh* Money to the ſaid Sir *G. E.* in Hand paid by the ſaid Sir *J. R.* at or before the Sealing and Delivery of theſe Preſents at the Requeſt and Deſire, and for the proper Debt of the ſaid *T. L.* being Part of the ſaid 2700 *l.* principal Money herein before recited to be due and owing unto him the ſaid Sir *G. E.* and in Conſideration of the further Sum of 150 *l.* of like Money to the ſaid *T. L.* alſo in Hand paid by the ſaid Sir *J. R.* at or before the Sealing and Delivery hereof, the Receipt of which ſaid ſeveral Sums of 1350 *l.* and 150 *l.* ſo paid to the ſaid Sir *G. E.* and *T. L.* reſpectively as aforeſaid; They the ſaid Sir *G. E.* and *T. L.* do hereby reſpectively confeſs and acknowledge: And in Conſideration of the Sum of 5 *s.* of like Money to the ſaid Sir *G. E.* and *T. L.* in Hand alſo paid by the ſaid *T. C.* and *J. H.* at or before the Sealing and Delivery hereof, the Receipt whereof the ſaid Sir *G. E.* and *T. L.* do hereby alſo acknowledge, which ſaid ſeveral Sums of 1350 *l.* and 150 *l.* and 5 *s.* are ſo paid to the ſaid Sir *G. E.* and *T. L.* aforeſaid, for the abſolute Purchaſe of the ſaid Cloſes and Premiſſes herein after mentioned; And for the ſettling, aſſuring and conveying the ſaid Cloſes and Premiſſes herein after mentioned to and for the ſeveral Uſes, *&c.* herein after expreſſed, and for other good Cauſes and Conſi-

Sir *G. E.* in Conſideration of 1350 *l.* Part of the Money due on the Mortgage.

Conſiderations, thereunto moving, He the ſaid Sir *G. E.* by and at the Requeſt, Direction and Appointment of the ſaid *T. L.* (teſtified by his being a Party to and his Sealing and Delivery of theſe Preſents) and alſo the ſaid *T. L.* have, and each and every of them hath granted, releaſed and confirmed, And by theſe Preſents they the ſaid Sir *G. E.* and *T. L.* do, and each and either of them doth grant, releaſe and confirm unto the ſaid *T. C.* and *J. H.* (in their actual Poſſeſſion now being, *&c.*) and their Heirs and Aſſigns, All, *&c.* Except and always reſerved out of theſe Preſents, the Hedges, Ditches and Fences, dividing the ſaid Grounds called the *Home-field*, *the Nine Acres*, *Browns-field*, the *Cow-Leaſe* and *Chamber-Cloſe*, from other Grounds, Parcel of the ſaid Park called *Balſton-Park* herein after mentioned; that is to ſay, The *New Orchard*, the *Drove*, the *Sixteen Acres*, *Kitchen-Mead*, *Home-Mead*, *and Seat-field*, which ſaid Hedges, Ditches and Fences ſo excepted as aforeſaid, are from Time to Time, and for ever from henceforth to be kept and maintained in good Condition and Repair, at the Coſts and Charges of the ſaid *T. L.* his Heirs and Aſſigns, **To have and to hold** the ſaid ſeveral Cloſes of arable, meadow, and paſture Ground, and all and ſingular other the Premiſſes before-mentioned to be hereby granted, releaſed and confirmed, and every of them with their Appurtenances (except before excepted) unto the ſaid *T. C.* and *J. H.* their Heirs and Aſſigns, To and for the ſeveral Uſes, Intents and Purpoſes herein after mentioned expreſſed and declared (that is to ſay) as for and concerning all and every the ſaid Cloſes, Lands and Premiſſes before-mentioned to be hereby granted (other than and except the ſaid two laſt mentioned Cloſes, called or known by the

Exception of Fences.

Habend' to the ſaid Truſtees, and to the Uſes following, *&c.*

the Name of *Chambers-Close* and the *Home-field*) with their Appurtenances, To the Use and Behoof of the said Sir *J. R.* and *T. L.* their, *&c.* for and during the full End and Term of ninety-nine Years from thence next enjuing, and fully to be compleat and ended, if the said *T. L.* and the said *E.* his Wife shall jointly so long live: **In Trust**, That they the said Sir *J. R.* and *T. L.* and the Survivor of them, his, *&c.* shall and do receive and take the Yearly and other Rents, Issues and Profits of the said Closes and Premisses so limited to them for 99 Years, as aforesaid, and every of them, with their Appurtenances, and thereout issue and pay yearly and every Year during the joint Lives of the said *T. L.* and the said *E.* his Wife, the yearly Sum of 40 *l.* in good English Money, without any Abatement or Defalcation for Taxes, Assessments, or any other Impositions or Charges whatsoever imposed or to be imposed by Authority of Parliament, or otherwise howsoever, unto such Person and Persons only, and to no others, and for such Uses, Intents and Purposes only, and no others, as the said *E.* the now Wife of the said *T. L.* by any Writing under her had, signed by her alone, without the said *T. L.* her Husband, notwithstanding her Coverture with the said *T. L.* shall from Time to Time, nominate, limit and appoint, the said yearly Sum of 40 *l.* being intended and is hereby agreed and declared to be for the separate Benefit of the said *E.* for her Cloaths, and to be applicable for that Purpose only, and with which the said *T. L.* her Husband is no ways to intermeddle or have any controlling or disposing Power, the said yearly Sum of 40 *l.* to be always paid on the, *&c.* in every Year during the Continuance of the said 99 Years, by even and equal Portions: The first Payment thereof to begin

and

and to be made on, *&c.* and after Payment of the ſaid yearly Sum of 40 *l.* in Manner, as aforeſaid; then upon further Truſt, That they the ſaid, Sir *J. R.* and *T. L.* and the Survivor of them, his, *&c.* do render and pay the whole Reſidue of the ſaid yearly and other Rents and Profits of the ſame Cloſes and Premiſſes unto the ſaid *T. L.* and his Aſſigns, for and during all the ſaid Term of 99 Years, determinable, as aforeſaid. **And** upon further Truſt, That they, the ſaid Sir *J. R.* and *T. L.* their, *&c.* ſhall not during the ſaid Term and Eſtate for 99 Years, to them limited, as aforeſaid, cut down or fell any of the Timber or Trees likely to make Timber on the ſaid Premiſſes, being other than ſuch as may from Time to Time be neceſſary for Gates, Stiles and Bars, to be uſed on the ſaid Premiſſes, or ſome of them; **And as touching** and concerning the ſaid two excepted Cloſes, called *Chambers-Cloſe* and *Home-field*, with their Appurtenances; and alſo as touching and concerning all and ſingular the ſaid Cloſes and Premiſſes herein before limited, in Uſe to the ſaid Sir *J. R.* and *T. L.* for 99 Years, as aforeſaid, and every of them, with their Appurtenances immediately from and after the Determination of the ſaid Term and Eſtate for 99 Years; and in the mean Time ſubject thereunto, **To the Uſe** and Behoof of the ſaid *T. L.* for and during the Term of his natural Life, and from and after his Deceaſe, **To the Uſe** and Behoof of the ſaid *E.* the now Wife of the ſaid *T. L.* for and during the Term of her natural Life; and from and after her Deceaſe, **To the Uſe** and Behoof of ſuch Child or Children of the ſaid *T. L.* and of the ſaid *E.* his Wife, between them begotten, or to be begotten, and for ſuch Eſtate and Eſtates either in Fee-ſimple, Fee-tail, Life or Lives, or Years or otherwiſe, and

that

that either abſolute or conditional, as they the ſaid *T. L.* and *E.* his Wife, by any Deed or Writing, Deeds or Writings, under both their Hands and Seals teſtified by two or more credible Witneſſes, ſhall jointly together, during their joint Lives, and the Survivor of them alone, in caſe of the Death of either of them, ſhall from Time to Time nominate, limit, or appoint: And in Default of any ſuch Nomination, Limitation, or Appointment: And as the ſaid Eſtate or Eſtates, ſo to be nominated, limited, or appointed, ſhall reſpectively end or determine, to the Uſe and Behoof of all and every the Sons and Daughters of the ſaid *T. L.* and of the ſaid *E. L.* his Wife, between them begotten, and to be begotten, as well thoſe which hereafter ſhall be born, as thoſe which are now born, (other than and except the eldeſt Son of them the ſaid *T. L.* and *E.* his Wife) equally to be divided between them, Share and Share alike, and to take as Tenants in Common, and not as Jointenants of the Freehold, and of the Heirs of the Body and Bodies of all and every ſuch Sons and Daughters (other than and except ſuch eldeſt Son as aforeſaid) lawfully iſſuing: And if any of the ſaid Sons or Daughters to whom any Eſtate is herein before limited ſhall happen to die without Iſſue of his, her, or their Body and Bodies lawfully iſſuing, then the Share and Part of him, her, or them, ſo dying without Iſſue, of and in the ſaid Premiſſes, ſhall be to the Uſe of the Survivors of ſuch Sons and Daughters (other than and except ſuch eldeſt Son, as aforeſaid) equally to be divided amongſt them, Share and Share alike, to take alſo as Tenants in Common, and not as Jointenants of the Freehold: And of the Heirs of his, her, and their ſeveral and reſpective Bodies lawfully iſſuing; and if all ſuch Sons and

Daughters (to whom any Eſtate is herein before limited,) except one ſhall happen to die without Iſſue of his, her, or their Body and Bodies iſſuing, then all the Parts and Shares of him, her, or them, ſo dying without Iſſue, ſhall be to the Uſe of ſuch ſurviving Son or Daughter, and of the Heirs of his or her Body, lawfully iſſuing; and for Default of ſuch Iſſue, to the Uſe of the eldeſt Son of the ſaid *T. L.* and of the ſaid *E.* his Wife, between them begotten, and of the Heirs of his Body, lawfully iſſuing; and for Default of ſuch Iſſue, To the Uſe and Behoof of the ſaid *E.* the now Wife of the ſaid *T. L.* and of her Heirs and Aſſigns for ever, and to and for no other Uſe, Intent, and Purpoſe, whatſoever: And the ſaid Eſtate for Life, herein before limited to the ſaid *E.* the now Wife of the ſaid *T. L.* of and in the ſaid Premiſſes, is upon ſpecial Truſt, that ſhe, the ſaid *E.* (during ſo long Time as there ſhall be Iſſue between her, and the ſaid *T. L.* her Husband begotten) ſhall not cut down or fell any of the Timber or Trees likely to make Timber on the ſaid Premiſſes, being other than ſuch as may from Time to Time be neceſſary for Gates, Stiles, and Poſts, to be uſed on the ſaid Premiſſes, or ſome of them. And the ſaid Sir *G. E.* for himſelf, his, *&c.* and for every of them, doth covenant, promiſe, and grant, to and with the ſaid *T. C.* and *J. H.* and either of them, their, and either of their Heirs and Aſſigns by theſe Preſents, that he, the ſaid Sir *G. E.* hath not at any Time heretofore made, done, committed, or executed, or willingly ſuffered any Act, Matter, or Thing, whatſoever, whereby, or by Means whereof the ſaid Cloſes and Premiſſes before-mentioned to be hereby granted, now are, or at any Time hereafter ſhall or may be impeached or incumbered in Title, Charge, Eſtate, or otherwiſe,

A Covenant from *G. E.* that he hath not done any Thing to incumber the Premiſſes.

A Proviſo, That *T. L.* and *E.* his Wife, after his Deceaſe, during her Life, to make Leaſes of the Premiſſes for 7 Years at the beſt improved Rent without Fine.

wiſe, howſoever, Provided, and it is hereby agreed by and beteen the ſaid Parties to theſe Preſents, for them, their, *&c.* that it ſhall and may be lawful to and for the ſaid *T. L.* from Time to Time, and at all Times, during his natural Life, and from and after his Deceaſe, to and for the ſaid *E.* from Time to Time, and at all Times, during her natural Life, by any Deed or Writing, Deeds or Writings under his or her Hand and Seal teſtified by two or more credible Witniſſes, to make any Leaſe or Leaſes, Demiſes or Grants of the ſaid Cloſes, Lands, and Premiſſes, before-mentioned, and every or any Part or Parcel thereof, to any Perſon or Perſons whatſoever, for the Term of 7 Years, or for any Leſſer Term of Years in Poſſeſſion, but not in Reverſion, or by Way of future Intereſt, ſo as no ſuch Leaſe or Leaſes be made without Impeachment of Waſte: And ſo as upon every ſuch Leaſe or Leaſes there be reſerved and made payable during all the Continuance of ſuch Term and Terms as ſhall be ſo made or granted, the beſt and moſt improved yearly Rents, that can or may be had or gotten for the ſame without any Fine or Fines, or any other Thing or Things, in the Nature, or in Lieu, of any Fine or Fines to be had, taken or received thereupon, or in Reſpect of the Making thereof, any Thing hereing contained to the contrary thereof in any wiſe notwithſtanding: And the ſaid *T. L.* for himſelf, his, *&c.* and for every of them, doth covenant, promiſe, and grant to and with the ſaid *T. C.* and *T. H.* and either of them, their, and either of their, *&c.* by theſe Preſents, that he, the ſaid *T. L.* or the ſaid Sir *G. E.* nowithſtanding any Act, Matter, or Thing, done, committed, omitted, or ſuffered, by them, or either of them, or *T. B.* Gent. deceaſed, late Grandfather of the ſaid *T. L.* or by any

any other Perſon or Perſons lawfully claiming, or to claim any Eſtate, Right, Title, or Intereſt, of, into, or out of, the Premiſſes, or any Part thereof, from, by or under them, any or either of them, now at the Time of the Sealing and Delivery of theſe Preſents, are and ſtand, or ſome or one of them is and ſtandeth lawfully ſeized of and in the ſaid Cloſes and Premiſſes herein before mentioned to be hereby granted, with their Appurtenances, of a good, ſure, perfect, abſolute and indefeazable Eſtate of Inheritance in Fee-ſimple, without any Condition, Limitation, Uſe, or Truſt, or any other Matter or Thing whatſoever, to alter, change, charge, revoke, or determine the ſame Eſtate: And that they, the ſaid *T. L.* and Sir *G. E.* notwithſtanding any ſuch Act, Matter, or Thing, as aforeſaid, **have**, or one of them now hath, in him or themſelves good Right, true Title, and lawful Authority, to grant and convey the ſaid Cloſes and Premiſſes before mentioned, with their Appurtenances, unto the ſaid *T. C.* and *J. H.* their, *&c.* to and for the Uſes, Intents, and Purpoſes, herein before mentioned, expreſſed, and declared, according to the true Intent and Meaning of theſe Preſents: **And** that the ſaid Cloſes and Premiſſes before mentioned to be hereby granted and conveyed, and every of them, with their Appurtenances, now are, and from Time to Time, and at all Times for ever hereafter, ſhall remain, continue, and be to and for the ſeveral Uſes, Intents and Purpoſes, herein before limited, expreſſed and declared, of and concerning the ſame, and ſhall and may be accordingly held, uſed, occupied, and enjoyed, free and clear, and freely and clearly acquitted, exonerated, and diſcharged of and from all former and other Gifts, Grants, Bargains, Sales, Leaſes, Jointures,

Dowers, Judgments, Statutes, Recognizances, Executions, Extents, Debts to the King's Majeſty, Arrears of Rent, Troubles, Charges, and Incumbrances whatſoever, had, made, committed, done, or ſuffered, by the ſaid *T. L.* the ſaid Sir *G. E.* or the ſaid *T. B.* deceaſed, or any other Perſon or Perſons, lawfully claiming, or to claim any Eſtate, Right, Title, or Intereſt, of, into, or out of the Premiſſes, or any Part thereof, by, from, or under them, any, or either of them: And that he, the ſaid *T. L.* and his Heirs, and alſo the ſaid Sir *G. E.* and his Heirs, and all and every other Perſon and Perſons having, or lawfully claiming, or to claim, any Eſtate or Intereſt of, in, or to, the ſaid Cloſes and Premiſſes, or any of them, or any Part of them, by, from, or under them, or any of them, or the ſaid *T. B.* deceaſed, ſhall and will, from Time to Time, and at all Times during ſeven Years next enſuing the Date hereof, upon the reaſonable Requeſt, and at the Coſts and Charges of the Party and Parties requiring the ſame, make, do, acknowledge, levy, and execute, and ſuffer, or cauſe to be made, done, acknowledged, levied, executed, and ſuffered, all and every ſuch further, and other reaſonable and lawful Act and Acts, Thing and Things, Deviſes and Aſſurances in the Law whatſoever, for the further, better, more perfect, and abſolute aſſuring and conveying the ſaid Cloſes and Premiſſes before-mentioned, with their Appurtenances to and for the ſeveral Uſes, Intents and Purpoſes, herein before-mentioned, expreſſed and declared of and concerning the ſame, Be the ſame by Fine or Fines, or any other Matter of Record, or otherwiſe, howſoever, as by the ſaid *T. C.* and *J. H.* their Heirs or Aſſigns, or their Counſel learned in the Law ſhall be reaſonably

A Covenant to make further Aſſurance at any Time within ſeven Years.

reaſonably deviſed or adviſed and required, ſo as the Perſon and Perſons required to make ſuch further Aſſurance be not compelled for the doing thereof to travel from his, her, or their Places of Abode; All which ſaid further Aſſurances ſhall be and enure, and is and are hereby declared to be and enure to and for the ſeveral Uſes, Intents and Purpoſes, herein before limited, expreſſed, and declared, for and concerning the ſame, and to or for no other Uſe, Intent, or Purpoſe whatſoever. And the ſaid *T. L.* for himſelf, his, *&c.* doth covenant, promiſe, and grant to and with the ſaid Sir *J. R.* and *T. L.* and either of them, their, and either of their, *&c.* by theſe Preſents, That they, the ſaid Sir *J. R.* and *T. L.* their, *&c.* ſhall and may peaceably and quietly have, hold, and enjoy the ſaid Cloſes and Premiſſes herein before limited to them for ninety-nine Years, as aforeſaid, and every of them, with their Appurtenances, for and during all the Continuation of the ſame Term and Eſtate for ninety-nine Years, and ſhall and may out of the yearly other Rents, Iſſues and Profits, of the ſame Cloſes and Premiſſes pay and ſatisfy the ſaid yearly Sum of 40 *l.* herein before provided for the ſeparate Benefit of the ſaid *E.* the Wife of the ſaid *T. L.* in Manner, and at the Times, herein before appointed for Payment thereof, according to the true Intent and Meaning of the ſaid Limitation and the Truſt thereof, and of theſe Preſents, without Let, Moleſtation, or Hindrance, of the ſaid *T. L.* or the ſaid Sir *G. E.* or of any other Perſon or Perſons lawfully claiming, or to claim any Eſtate, Right, Title, or Intereſt, of, into, or out of the Premiſſes, or any Part thereof, from, by, or under them, or either of them, or the ſaid *T. B.* deceaſed, and in reſpect the ſaid

A Covenant from *T. L.* that the Truſtees may quietly enjoy the Premiſſes before limited to them for 99 Years, during the ſaid Term, and pay *E.*'s Wife 40 *l. per Ann.* thereout as aforeſaid.

Sir *J. R.* in the Purchaſe of the ſaid Cloſes and Premiſſes, did allow and pay for the Timber ſtanding and being thereon; It is agreed between the ſaid *T. L.* and Sir *J. R.* and the ſaid *T. L.* for himſelf, his, *&c.* doth covenant, promiſe, and agree to and with the ſaid Sir *J. R.* his, *&c.* by theſe Preſents, That he, the ſaid *T. L.* ſhall not, nor will at any Time hereafter, cut down, fell, or deſtroy, any of the Timber-Trees, or Trees likely to be Timber, now ſtanding, growing, or being upon the ſaid Premiſſes, or which at any Time hereafter ſhall be ſtanding, growing or being thereupon, except only what may be neceſſary for Gates, Stiles, Poſts, and Bars, to be uſed and employed in and about the ſaid Cloſes and Premiſſes, and not otherwiſe, or elſewhere And that he, the ſaid *T. L.* his, *&c.* ſhall and will from Time to Time, and at all Times hereafter, at his and their own proper Coſts and Charges, well and ſufficiently maintain and keep the ſaid Hedges, Ditches, and Fences, herein before mentioned, to be excepted in good and ſufficient Repair.

In witneſs, &c.

Memo-

Memorandum.

IT was firſt declared and agreed by and between the within named *T. L.* and his Wife, and the within named Sir *J. R.* and *T. L.* That during ſo long Time, as the ſaid *T. L.* ſhall pay unto the ſaid Sir *J. R.* and *T. L.* or either of them, their, *&c.* the yearly Sum of 40 *l.* in and by the within written Indenture appointed and provided to be raiſed for the ſeparate Benefit of the ſaid *E.* in Manner, and at all the Times therein expreſſed, but no longer, it ſhall and may be lawful to and for the ſaid *T. L.* and his Aſſigns, to hold and enjoy the Grounds and Lands in the ſaid Indenture contained, whereout the ſaid yearly Sum of 40 *l.* is appointed to be raiſed without the Moleſtation or Hindrance of the ſaid Sir *J. R.* and *T. L.* their, *&c.* And then the within written Indenture was Sealed and Delivered by the Parties within named in the Preſence of, *&c.*

An Agreement, That *T. L.* may enjoy the Premiſſes, paying 40 *l. per Ann.* to the Truſtees for his Wife.

Sir R. O.'s *Settlement of his Eſtate: By Sir* Fr. Pemberton.

THis Indenture made, *&c.* between Sir *R. O.* of, *&c.* and Dame *E.* his Wife, of the one Part, and Sir *T. M.* of, *&c.* of the other Part, Witneſſeth, That the ſaid Sir *R. O.* and Dame *E.* his Wife, for the Settling, Conveying, and aſſuring the Manors, Meſſuages, Farms, Lands, Tenements, and Hereditaments herein after mentioned, to the Uſes, Intents, and Purpoſes herein after limited and declared concerning the ſame, have covenanted, promiſed, and agreed, and by theſe Preſents for themſelves, their, *&c.* do covenant, promiſe, and agree, to and with the ſaid Sir *T. M.* his Heirs and Aſſigns, by theſe Preſents, That the ſaid Sir *R. O.* and Dame *E.* his Wife, ſhall and will before the End of *Mich.* Term next, in due Form of Law, and according to the Courſe of Fines in the Court of *Common Pleas* at *Weſtminſter*, uſed, levy and acknowledge before her Majeſty's Juſtices of the ſaid Court of *Common Pleas*, unto the ſaid Sir *T. M.* and his Heirs, one or more Fine or Fines, *Sur Cognizance de droit come ceo, &c.* with Proclamations to be thereupon had and made, according to the Form of the Statutes in ſuch Caſes made and provided, of all thoſe the Manors, *&c.* by ſuch Name or Names, Quantities, Qualities, Additions, and Deſcriptions, to aſcertain the ſame as ſhall be thought meet: And it is hereby declared and agreed by all the Parties to theſe Preſents, That the ſaid Fine or Fines ſo or in any Manner to be had and levied of the ſaid Manors and Premiſſes, ſhall be and enure, and ſhall be adjudged and deemed, and taken to be and enure to the Uſe and

The Settler and his Wife covenant to levy a Fine *Sur Cognizance de droit come ceo, &c.*

The Uſes declar'd.

and Behoof of the ſaid Sir *R. O.* and for and during the Term of his natural Life, without Impeachment of, or for any Manner of Waſte, And from and after his Deceaſe, to the Uſe and Behoof of the ſaid Dame *E. O.* for and during the Term of her natural Life, without Impeachment of, or for any Manner of Waſte, And from and after the Deceaſe of the ſaid Sir *R. O.* and Dame *E.* his Wife, and the Deceaſe of the longer Liver of them, To the Uſe and Behoof of ſuch Child or Children of the ſaid Sir *R. O.* by him begotten on the Body of the ſaid Dame *E.* his Wife, and for ſuch Eſtate or Eſtates, and in ſuch Proportion or Proportions as the ſaid Sir *R. O.* and Dame *E.* his Wife, by any Writing or Writings under their Hands and Seals, ſhall direct and appoint, and in Default of ſuch Direction and Appointment, To the Uſe and Behoof of ſuch Child or Children of the ſaid Sir *R. O.* by him begotten on the Body of the ſaid Dame *E.* and in ſuch Manner, and for ſuch Eſtates, and in ſuch Proportions as the Survivor of them the ſaid Sir *R. O.* and Dame *E.* his Wife, by any Writing or Writings, or his or her Laſt Will and Teſtament by him, or her in the Preſence of three or more credible Witneſſes, to be ſigned, ſealed and publiſhed, ſhall be directed or appointed; And for Want of ſuch Direction and Appointment, To the Uſe and Behoof of *T. O.* Eſq; Son and Heir apparent of the ſaid Sir *R. O.* and Dame *E.* and the Heirs of his Body iſſuing; and for Default of ſuch Iſſue to the Uſe and Behoof of the ſecond, third, fourth, fifth, and all and every other Son and Sons of the Body of the ſaid Sir *R. O.* on the Body of the ſaid Dame *E.* his Wife, begotten or to be begotten, and the Heirs Males of the Body and Bodies of all and every ſuch Son and

Sons iſſuing ſeverally and ſucceſſively, as ſuch Sons ſhall be in Seniority of Age, and Priority of Birth: And ſo always, That every Elder of ſuch Sons, and the Heirs Male of his Body iſſuing, ſhall and may be preferred and take before all the Younger of ſuch Sons, and their Heirs Males of their Bodies iſſuing; And for Default of ſuch Iſſue to the Uſe and Behoof of *E. O.* and *M. O.* Daughters of the ſaid Sir *R. O.* and Dame *E.* and all and every other the Daughter and Daughters of the ſaid *R. O.* and Dame *E.* and their Heirs of their reſpective Bodies iſſuing; and for Default of ſuch Iſſue to the Uſe and Behoof of the Heirs of the Bodies of the ſaid Sir *R. O.* and Dame *E.* his Wife. And for Default of ſuch Iſſue to the Uſe and Behoof of the ſaid Sir *R. O.* and Dame *E.* his Wife, and their Heirs and Aſſigns for ever.

In Witneſs,

Mr.

Mr. A. and his Lady's Settlement.

THis Indenture, made, &c. Between *A. A.* of, &c. Gent. and *M.* his Wife of the one Part, and *T. C.* of, &c. *C.* and *J. B.* of, &c. Gent. of the other Part, Witneſſeth, That in Purſuance of certain Articles of Agreement, bearing Date, &c. which was before the Intermarriage of the ſaid *A. A.* with the ſaid *M.* his now Wife, and then executed and made between the ſaid *A. A.* and *J. B.* of the one Part, and the ſaid *M.* by the Name of *M. M.* of, &c. and the ſaid *T. C.* Parties to theſe Preſents of the other Part, and in Part of Performance of the Marriage-Agreement mentioned and comprized in the ſaid Articles on the Part and Behalf of the ſaid *M.* to be performed, and for the aſſuring and ſettling of all and ſingular the Manors, Lands, Tenements and Hereditaments herein after mentioned, to and for ſuch Uſes, Intents and Purpoſes, and in ſuch Sort as is hereinafter mentioned: It is covenanted, concluded, and agreed, by and between all the ſaid Parties to theſe Preſents, And the ſaid *A. A.* and *M.* his Wife, for themſelves, their, &c. and for every of them, do covenant, promiſe and grant to and with the ſaid *T. C.* and *J. B.* their, &c. and to and with every of them by theſe Preſents, That they the ſaid *A. A.* and *M.* his Wife ſhall and will at the proper Coſts and Charges in the Law of the ſaid *A. A.* on this Side, and before the End of Term next enſuing the Date hereof levy and acknowledge in due

A Covenant to levy a Fine of the Premiſſes.

due Form of Law, one Fine *ſur Cogniſance de droit come ceo*, &c. to be engroſſed, recorded, and ſued forth with Proclamations, according to the Laws and Statutes of *England*, in ſuch Caſe made and provided, and according to the uſual Courſe of Fines in ſuch Caſes uſed and accuſtomed unto the ſaid *T. C.* and *J. B.* and their Heirs, or to the Survivor of them and his Heirs, Of all that, *&c.* the ſaid Fine to enure to the ſeveral Uſes, Behoofs, Intents and Purpoſes, and with and under the ſeveral Limitations, Proviſoes and Agreements hereafter in and by theſe Preſents declared, mentioned, limited and expreſſed concerning the ſame, and to and for no other Uſe, Intent and Purpoſe whatſoever (that is to ſay) **To the Uſe** and Behoof of the ſaid *A. A.* for and during the Term of his natural Life without Impeachment of or for any Manner of Waſte, and from and after the Determination of that Eſtate to the Uſe and Behoof of the ſaid *T. C.* and *J. B.* and their Heirs during the natural Life of the ſaid *A. A.* upon Truſt to preſerve and ſupport the contingent Uſes and Eſtates herein after limited from being defeated or barred, and for that Purpoſe to make Entries and bring Actions as the Caſe ſhall require; yet nevertheleſs to permit and ſuffer the ſaid *A. A.* and his Aſſigns to receive and take the Rents, Iſſues and Profits thereof during the Term of his natural Life, and from and after his Deceaſe, **To the Uſe** and Behoof of the ſaid *M.* his Wife, for and during the Term of her natural Life, and from and after the Determination of that Eſtate, to the Uſe and Behoof of the ſaid *T. C.* and *J. B.* and their Heirs, during the natural Life of the ſaid *M.* upon Truſt to preſerve and ſupport the contingent Uſes and Eſtates herein after limited, from being defeated and

The Uſes of the Fine declared, *viz.* to the Huſband for Life, *ſans* Waſte, then to Truſtees to ſupport contingent Remainders.

To the Wife for Life, then to Truſtees to ſupport contingent Remainders.

and barred, and for that Purpoſe to make Entries, and bring Actions as the Caſe ſhall require, yet nevertheleſs to permit and ſuffer the ſaid *M.* and her Aſſigns to receive and take the Rents, Iſſues and Profits thereof during the Term of her natural Life, and from and immediately after her Deceaſe, and the Deceaſe of the ſaid *A. A.* **To the Uſe** and Behoof of the ſaid *T. C.* and *J. B.* their, *&c.* for and during the Term of 100 Years from thence next enſuing fully to be compleat and ended, without Impeachment of or for any Manner of Waſte upon and ſubject to the ſeveral Truſts, Limitations and Agreements hereafter mentioned, expreſſed and declared concerning the ſame Term and Eſtate, and from and after the End and Expiration, Surrender, or other Determination of the ſaid Term and Eſtate for Years, then **To the Uſe** and Behoof of the firſt Son of the Body of the ſaid *A. A.* on the Body of the ſaid *M.* his now Wife lawfully begotten, or to be begotten, and the Heirs of the Body of ſuch firſt Son lawfully iſſuing; And for Default of ſuch Iſſue, **To the Uſe** and Behoof of the ſecond Son of the Body of the ſaid *A. A.* on the Body of the ſaid *M.* his Wife, lawfully begotten or to be begotten, and the Heirs of the Body of ſuch ſecond Son lawfully iſſuing, And for Default of ſuch Iſſue, **To the Uſe** and Behoof of the 3d, 4th, 5th, 6th, 7th, 8th, 9th, 10th, and all and every other the Son and Sons of the Body of the ſaid *A. A.* on the Body of the ſaid *M.* his Wife lawfully to be begotten, and the Heirs of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing, ſeverally and ſucceſſively, and in Remainder one after another as they and every of them ſhall be in Seniority of Age and Priority of Birth, the elder of ſuch Son and Sons, and the

Remainder, *&c.*

Remainder, *&c.*

Remainder, *&c.*

Remainder, *&c.*

the Heirs of his Body, iſſuing to be always preferred and to take Place before the younger of ſuch Son and Sons and the Heirs of his and their Bodies iſſuing, and for Default of ſuch Iſſue, Remainder, &c. then To the Uſe and Behoof of all and every the Daughter and Daughters of the Body of the ſaid *A. A.* on the Body of the ſaid *M.* his Wife lawfully begotten or to be begotten, as Tenants in Common, and not as Jointenants, and the Heirs of her, and their Body and Bodies lawfully iſſuing, and for Default of ſuch Iſſue, then To the Uſe and Behoof of the firſt Son of the Body of the ſaid *M.* to be begotten by any other Huſband, and the Heirs of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, To the Uſe and Behoof of the *2d*, *3d*, *4th*, *5th*, and all and every other the Son and Sons of the Body of the ſaid *M.* lawfully to be begotten by any other Husband, and the Heirs of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing, ſeverally and ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age, and Priority of Birth, the elder of ſuch Son as Sons, and the Heirs of his Body iſſuing, to be always preferred, and to take Place before the younger of ſuch Son and Sons, and the Heirs of his and their Bodies iſſuing, And for Default of ſuch Iſſue, then To the Uſe and Behoof of all and every the Daughter and Daughters of the Body of the Remainder, &c. ſaid *M.* lawfully to be begotten by any other Husband as Tenants in Common, and not as Jointenants, and the Heirs of her and their reſpective Body and Bodies lawfully iſſuing, And Remainder, &c. for Default of ſuch Iſſue, then To the Uſe and Behoof of the firſt Son of the Body of the ſaid *A. A.* on the Body of any other Wife lawfully begot-

begotten or to be begotten, and the Heirs of the Body of ſuch firſt Son lawfully iſſuing, and for Default of ſuch Iſſue, To the Uſe and Behoof of the 2d, 3d, 4th. 5th, and all and every other the Son and Sons of the Body of the ſaid *A. A.* on the Body of any other Wife lawfully begotten, or to be begotten, and the Heirs of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing, ſeverally and ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age, and Priority of Birth, the elder of ſuch Son and Sons, and the Heirs of his Body iſſuing, to be always preferred, and to take before the younger of ſuch Son and Sons, and the Heirs of his and their Bodies iſſuing; And for Default of ſuch Iſſue, To the Uſe and Behoof of all and every the Daughter and Daughters of the Body of the ſaid *A. A.* on the Body of any other Wife lawfully begotten, or to be begotten, as Tenants in Common, and not as Jointenants, and the Heirs of her and their reſpective Bodies lawfully iſſuing; And for Default of ſuch Iſſue, then To the Uſe and Behoof of the ſaid *M.* her Heirs and Aſſigns for ever, and to and for none other Uſe, Intent or Purpoſe whatſoever; And as for and concerning the ſaid Term of 200 Years herein before limited to the ſaid *T. C.* and *J. B.* their, *&c.* It is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, That the ſame is ſo limited to them, as aforeſaid, upon the Truſts, and to and for the Intents and Purpoſes, and with and under the Proviſoes and Agreements herein after expreſſed and declared (that is to ſay) in caſe there ſhall be one or more Child or Children of the Body of the ſaid *M.* begotten at the Time of the Deceaſe of the ſaid *A. A.* (other than

Remainder, *&c.*

Remainder, *&c.*

Remainder, *&c.*

The Truſt of the Term of 200 Years declared, *viz.* To raiſe younger Childrens Portions.

than and beſides ſuch Iſſue Male or Iſſue Female of the Body of the ſaid *A. A.* on the Body of the ſaid *M.* to be begotten, who from and after the Determination of the ſaid Term of 200 Years ſhall, for the Time being, be immediately inheritable to the ſaid Manors, Lordſhips, Lands, Tenements and Premiſſes, according to the Limitations herein contained,) then upon Truſt, that they the ſaid *T. C.* and *J. B.* or the Survivor of them, or his, *&c.* ſhall and do by Sale or Mortgage of the ſaid Term, of and in the ſaid Manors, Lands, Tenements, and Premiſſes, ſo limited to them for the Term of 200 Years, as aforeſaid, or of a competent Part thereof, and by the Rents and Profits thereof in the mean Time, and until ſuch Sale, raiſe and levy the Sum of 2000 *l.* of lawful Money of *England*, for the Portion and Portions and Maintenance and Education of all and every ſuch Child and Children not being inheritable, as aforeſaid, at ſuch Time and Times, and in ſuch Parts and Proportions, Manner and Form as the ſaid *A.* and *M.* his Wife, or the Survivor of them, ſhall at any Time or Times hereafter, during their Lives, or the Survivor of them, by any Writing or Writings under their Hands and Seals, or under the Hand and Seal of the Survivor of them, atteſted by three or more credible Witneſſes, or by the Laſt Will and Teſtament of ſuch Survivor, to be by ſuch Survivor ſigned, publiſhed and declared in the Preſence of the like Number of Witneſſes, direct, limit, or appoint, and in Default of ſuch Direction, Limitation or Appointment, unto ſuch Child or Children, (not being inheritable, as aforeſaid,) to be equally divided between them, Share and Share alike, to be paid unto them in Manner following (that is to ſay) unto ſuch younger Son and Sons at their reſpective Ages of 21 Years,

and unto the Daughter and Daughters, when they ſhall reſpectively attain unto the Age of one and twenty Years, or be married, which ſhall firſt happen, and do, and ſhall by and out of the Rents, Iſſues and Profits of the ſaid Manors, Meſſuages, Lands, Tenements, and Premiſſes ſo limited for the Term of 200 Years, as aforeſaid, in the mean Time, and until the ſaid Portions ſhall reſpectively become payable as aforeſaid, raiſe and levy ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch Child or Children, (not being inheritable, as aforeſaid) as the ſaid *T. C.* and *J. B.* or the Survivor of them, and his, *&c.* ſhall think meet, the ſame yearly Sum and Sums of Money ſo appointed, for Maintenance and Education, as aforeſaid, not exceeding the Intereſt of the ſaid reſpective Portions, at the Rate of 5 *l. per Cent. per Ann.* **Provided always**, That in caſe any of the ſaid Children ſhall happen to die before their Portions ſhall become payable as aforeſaid, then the Portion or Portions of him, her, or them, ſo dying, ſhall go and be paid unto, and be equally divided amongſt the Survivors and Survivor of them at ſuch Time as the original Portion or Portions of ſuch ſurviving Child or Children ſhall become payable, as aforeſaid: **Provided alſo**, That in caſe all and every the ſaid Child or Children ſhall happen to die, before their or any of their ſaid Portions ſhall become payable, as aforeſaid, then the ſaid ſeveral and reſpective Sums of Money appointed to be raiſed, for their Portions, as aforeſaid, being raiſed, or ſo much thereof as ſhall be then raiſed, ſhall be paid unto the Perſon or Perſons, to whom the next and immediate Reverſion or Remainder of the ſame Premiſſes expectant upon the ſame Term of 200 Years, ſhall, for the Time

Time being belong or appertain: And then alſo the ſame ſeveral and reſpective Sums of Money, or ſo much thereof as ſhall not be then raiſed, ſhall not be raiſed, but ſhall ceaſe for the Benefit of the ſame Perſon or Perſons in Reverſion or Remainder, as aforeſaid, and upon this further Truſt, that they the ſaid *T. C.* and *J. B.* and the Survivor of them, and his, *&c.* ſhall and do from Time to Time diſpoſe of, and pay the Reſidue and Overplus of the Rents and Profits of the ſame Premiſſes over and above ſo much thereof as ſhall be paid to or for the reſpective Maintenance and Education of the ſaid Child or Children (not being inheritable as aforeſaid) unto ſuch Perſon or Perſons, who ſhall be next in Reverſion or Remainder of the ſame Term of 200 Years. **Provided always**, That the ſaid *T. C.* and *J. B.* or the Survivor of them, and his, *&c.* ſhall not ſell or mortgage all or any Part of the ſaid Manors, Lordſhips, Hereditaments and Premiſſes, ſo limited to them for the ſaid Term of 200 Years, as aforeſaid; until ſome one of the ſaid Portions ſhall become payable, as aforeſaid. **Provided alſo**, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, That in caſe there ſhall be no Child or Children of the Body of the ſaid *A. A.* on the Body of the ſaid *M.* begotten,) (other than ſuch Iſſue Male or Female as ſhall for the Time being be immediately inheritable by Vertue of the Limitations aforeſaid) or there being ſuch Child or Children, all of them ſhall happen to die before their, or any of their ſaid Portions ſhall become payable, (as aforeſaid) or in Caſe the ſeveral and reſpective Sums of Money appointed to be raiſed for ſuch Childrens Portions, as aforeſaid, and alſo ſuch Maintenance in the mean Time, and until ſuch

Portions

Portions ſhall become payable, as aforeſaid, ſhall be by the ſaid *T. C.* and *J. B.* or the Survivor of them, and his, *&c.* raiſed and levied by the Ways and Means in that Behalf before mentioned) then and in any of the ſaid Caſes, and at all Times from thenceforth the ſaid Term of 200 Years before limited of and in the Premiſſes, or ſo much thereof as ſhall remain undiſpoſed of, as aforeſaid, ſhall ceaſe, determine and be utterly void, and of none effect, any Thing herein contained to the contrary hereof in any wiſe notwithſtanding: **Provided always**, That it ſhall and may be lawful to and for the ſaid *A. A.* during his Life, and for the ſaid *M.* after his Deceaſe in caſe ſhe ſhall ſurvive him, during her Life by Indenture under his or her Hand and Seal, to leaſe all or any Part of the ſaid Manors, Lordſhips, Hereditaments and Premiſſes, for any Term or Number of Years not exceeding 21 Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, ſo as upon every ſuch Leaſe ſo to be made, as aforeſaid, there be reſerved the moſt and beſt yearly Rent that can be reaſonably had or obtained for the ſame, without taking any other Sum or Sums of Money, or any other Thing by Way of Fine or Income, for or in Reſpect of any ſuch Leaſe or Leaſes, and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte, and ſo as there be contained in every ſuch Leaſe ſo to be made, as aforeſaid, Clauſes of Re-entry for Non-payment of the Rent or Rents to be thereby reſerved, and ſo as the reſpective Leſſee and Leſſees of ſuch Leaſe and Leaſes, ſeal and execute Counterparts of ſuch Leaſe and Leaſes: **Provided moreover**, and it is hereby further declared and agreed by and be- A Proviſo, *&c.*

The like Power to grant Leaſes at the old Rents with Fine.

tween all and every the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid *A. A.* during his natural Life, and after his Deceaſe to and for the ſaid *M.* his Wife during her natural Life, in caſe ſhe ſhall happen to ſurvive her ſaid Husband, to demiſe and let all or any Part of the ſaid Manors, Lordſhips, Hereditaments and Premiſſes (which now are, or within the Space of Years laſt paſt before the Date hereof, have been accuſtomed to be letten) at the old uſual Rents upon Fines by Indenture under his or her Hand and Seal to any Perſon or Perſons, for any Term of Years not exceeding ninety-nine Years, determinable upon the Death of one, two, or three Perſon or Perſons) in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, ſo as upon every ſuch Leaſe ſo to be made there be reſerved and made payable during the Continuance thereof, ſo much Rent, as is now or was formerly accuſtomed to be reſerved upon the ſame, or more, or a juſt Proportion of ſuch Rent, according to the Value of the ſame Premiſſes ſo to be leaſed, ſo as in every ſuch Leaſe there be contained ſuch Proviſoes and Covenants as are uſual in ſuch Caſes, and ſo as the Leſſee and Leſſees of ſuch Leaſe and Leaſes, ſeal and execute Counterparts thereof: **Provided furthermore**, and it is hereby further declared and agreed by and between all and every the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid *A. A.* and *M.* his Wife, at any Time or Times hereafter, during their Lives, by any Deed or Deeds, Writing or Writings by them ſigned and ſealed in the Preſence of three or more credible Witneſſes to revoke, determine, alter, change, or make void all

Power of Revocation.

all or any of the Uſe or Uſes, Eſtate or Eſtates, Truſt or Truſts, before, in, and by theſe Preſents created, made or declared, of and concerning the ſaid Manors, Lordſhips, Lands, Tenements and Hereditaments, and other the Premiſſes herein mentioned, and by the ſame, or any other Deed or Writing ſigned and ſealed as aforeſaid, to raiſe, limit, appoint and declare any new or other Uſe or Uſes, Eſtate or Eſtates, of or concerning the ſame Premiſſes, or any Part or Parcel thereof, and that from and after ſuch Signing and Sealing of ſuch Deed or Writing by the ſaid *A. A.* and *M.* his Wife, purporting a Revocation or Alteration of all or any of the Uſes, Eſtates or Truſts herein before limited and declared of and concerning the ſaid Manors, Lordſhips, Hereditaments and Premiſſes herein mentioned, or any Part thereof, the ſaid Uſe and Uſes, Eſtate and Eſtates, Truſt and Truſts, which in or by ſuch Deed or Writing ſhall be mentioned or declared, to be revoked, altered or changed, ſhall from thenceforth ceaſe, determine, and become utterly void to all Intents and Purpoſes whatſoever, and from and after the Limitation or Declaration of any new or other Uſe or Uſes, Eſtate or Eſtates, Truſt or Truſts, of or concerning the ſaid Manors, Lordſhips, Hereditaments and Premiſſes, or any Part thereof by the ſaid *A. A.* and *M.* his Wife, by any ſuch Deed or Writing, ſigned and ſealed as aforeſaid, the ſaid *T. C.* and *J. B.* and the Survivor of them, and his Heirs and Aſſigns, ſhall ſtand and be ſeized of the ſaid Manors, Lordſhips, Hereditaments and Premiſſes, or ſo much of the ſame, of and concerning which there ſhall be any Revocation of the ſaid former Uſe or Uſes, Eſtate or Eſtates, Truſt or Truſts, and any new

or other Limitation or Declaration of the ſame in Manner and Form aforeſaid, unto the Uſe and Behoof of ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, Truſt and Truſts, and with and under ſuch Proviſoes, Limitations, and Agreements as the ſaid *A. A.* and *M.* his Wife, ſhall by any ſuch Deed or Writing ſigned and ſealed, as aforeſaid, limit, appoint, or declare of and concerning the ſame, and to and for no other Uſe, Truſt, Intent, or Purpoſe, whatſoever.

In witneſs, &c.

A Draught

A Draught of Mr. C.'s Marriage-Settlement.

THis Indenture *Quadripartite*, made, *&c.* Between Sir *N. C.* of, *&c.* and Dame *S.* his Wife, and *F. C.* Son and Heir apparent of the ſaid Sir *N. C.* of the firſt Part, *A. B.* of, *&c.* Eſq; *W. F.* the Elder of, *&c.* Eſq; *J. S.* of, *&c.* Eſq; *W. F.* the Younger, of, *&c.* Eſq; of the ſecond Part; *W. B.* of, *&c.* Eſq; and *A. B.* ſecond Daughter of the ſaid *W. B.* of the third Part; and Sir *J. J.* of, *&c. J. G.* of, *&c.* Eſq; and the ſaid *A. B.* and *J. S.* of the fourth Part; **Witneſſeth**, That for and in Conſideration of a Marriage intended ſhortly to be had and ſolemnized by and between the ſaid *F. C.* and *A. B.* and for a Proviſion and competent Jointure and Maintenance to be made and provided for the ſaid *A.* in Caſe ſhe ſhall happen to ſurvive the ſaid *F. C.* and for ſettling the Manors, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned upon the Truſt, and to and for the Uſes, Intents and Purpoſes, and with and under the Proviſoes and Agreements after mentioned; And for and in Conſideration of the full Sum of 7000 *l.* of lawful, *&c.* in Hand paid to the ſaid Sir *N. C.* and *F. C.* or one of them by the ſaid *W. B.* as the Marriage Portion of the ſaid *A. B.* the Receipt of which ſaid 7000 *l.* is hereby acknowledged by the ſaid Sir *N. C.* and *F. C.* It is covenanted, granted, concluded and fully agreed by and between all the ſaid Parties to theſe Preſents: And the ſaid Sir *N. C.* and *F. C.* do for themſelves jointly and ſeverally, for their reſpective Heirs, Executors, and Adminiſtrators,

ſtrators, and every of them, covenant, promiſe and grant, to and with the ſaid *A.B. W.F.* the elder, *J.S.* and *W.F.* the Younger, and every of them and their Heirs by theſe Preſents, That they the ſaid Sir *N. C.* Dame *S.* his Wife, and *F.C* and every of them, ſhall and will at and before the End of *Mich.* Term next before his Majeſty's Juſtices of his Court of *Common Pleas* at *Weſtminſter* in due Form of Law, acknowledge and levy unto the ſaid *W.F.* the Elder, and *J. S.* and their Heirs, one Fine, *Sur Cognizance de droit come ceo, &c.* with Proclamations thereupon to be had and made according to the Form of the Statute in that Caſe made and provided, of All, *&c.* or by ſuch other apt and fit Names, Quantities, Qualities, Number of Acres, and other Deſcriptions to aſcertain the ſame, and in ſuch Manner and Form as by the Counſel learned in the Law of them the ſaid *A. B. W. F.* the elder, *J. S.* and *W. F.* the Younger, ſhall be reaſonably deviſed, adviſed or required; Which ſaid Fine ſo of the Premiſſes aforeſaid, in Form aforeſaid, or in any other Form between the ſaid Parties ſo to be had and levied, and the Execution thereof, is hereby by all the Parties to theſe Preſents declared to be and enure, and ſhall be adjudged, deemed, taken and conſtrued to be and enure; And that the ſaid *W. F.* the Elder, and *J. S.* and their Heirs, ſhall by Force and Vertue thereof, ſtand and be ſeized of all the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Appurtenances, to the Uſes, Intents and Purpoſes herein after in theſe Preſents limited, expreſſed and declared, And to no other Uſe, Intent or Purpoſe whatſoever (that is to ſay) As for and concerning the ſaid Manor, Lordſhip, *&c.* To the Uſe and Behoof of the ſaid Sir *N. C.* until the

the ſaid Marriage ſhall take Effect: And from and after the Solemnization of the ſaid Marriage, then To the Uſe and Behoof of the ſaid *F.* for and during the Term of his natural Life, without Impeachment of, or for any Manner of Waſte, (voluntary Waſte in Houſes and Buildings, and cutting down of great Timber, other than for Repairs and Building upon the Premiſſes only excepted.) And from and after the Determination of that Eſtate, then To the Uſe and Behoof of the ſaid *A. B. W. F.* the Elder, *J. S.* and *W. F.* the Younger, and their Heirs for and during the natural Life of him, the ſaid *F. C.* upon Truſt only, for the preſerving of the contingent Uſes and Eſtates herein after limited, and to make Entries for the ſame, if it ſhall be needful; yet ſo, that they, the ſaid *A. B. W. F.* the Elder, *J. S.* and *W. F.* the Younger, and their Heirs, ſhall not convert the Rents, Iſſues, and Profits thereof, or any Part thereof, to his or their own Uſes, but employ the ſame to the Uſes of the ſaid *F. C.* And from and after the Determination of that Eſtate, then To the Uſe of the ſaid *A. B.* for and during the Term of her natural Life, for a Proviſion and Maintenance for her in the Name of a Jointure, in caſe ſhe ſhall happen to ſurvive or out-live the ſaid *F. C.* and in full Bar, Recompence, and Satisfaction of Dower, to be had or taken by her out of all or any the Lands, Tenements, and Hereditaments, of the ſaid *F. C.* whereof he, the ſaid *F.* now is, or hereafter ſhall be ſeized of any Eſtate of Inheritance: And from and after the Determination of that Eſtate, then To the Uſe and Behoof of the firſt Son of the ſaid *F. C.* on the Body of the ſaid *A. B.* to be begotten, and the Heirs Males of the Body of ſuch firſt Son lawfully to be begotten: And for Default of ſuch

Iſſue, To the Uſe and Behoof of the ſecond Son of the ſaid *F. C* on the Body of the ſaid *A. B.* to be begotten, and of the Heirs Males of the Body of ſuch ſecond Son lawfully begotten: And for Default of ſuch Iſſue, To the Uſe of the third Son of the ſaid *F. C.* on the Body of the ſaid *A. B.* to be begotten, and the Heirs Males of the Body of ſuch third Son lawfully to be begotten: And for Default of ſuch Iſſue, then To the Uſe of the fourth, fifth, ſixth, ſeventh, eighth, ninth, and tenth, and all and every other the Son and Sons of the ſaid *F. C.* on the Body of the ſaid *A. B.* to be begotten ſeverally and ſucceſſively, the one after the other, in Order and Courſe, as they ſhall be in Seniority of Age, and Priority of Birth, and of the ſeveral Heirs Males of their ſeveral and reſpective Bodies lawfully iſſuing, every Elder of the ſaid Sons, and the Heirs Males of his Body, being always preferred before the Younger, and the Heirs Males of his Body: And for Default of ſuch Iſſue, then in Caſe the ſaid *A. B.* ſhall happen to be *Privement Enſein* of a Child or Children by the ſaid *F. C.* at the Time of the Death of the ſaid *F. C.* To the Uſe of the ſaid *A. B. W. F.* the Elder, *J. S.* and *W. F.* the Younger, and their Heirs, until ſuch Time as the ſaid *A.* ſhall be delivered of ſuch Child or Children, or die, which ſhall firſt happen: And if ſuch after-born Child or Children ſhall happen to be a Son or Sons, then To the Uſe and Behoof of all and every ſuch after-born Son and Sons ſeverally and ſucceſſively and in Remainder one after another, as they, and every of them, ſhall be in Seniority of Age, and Priority of Birth, and of the ſeveral and reſpective Heirs Males of the Body and Bodies of all and every ſuch after-born Son and Sons lawfully iſſuing,

iſſuing, the Elder of ſuch after-born Sons, and the Heirs Male of his Body iſſuing, being always to be preferred, and to take before the Younger of ſuch after-born Sons, and the Heirs Male of his and their Bodies iſſuing: And for Default of ſuch Iſſue, then **To the Uſe** of the ſaid Sir *N. C.* and his Heirs for ever: And as for, touching and concerning, *&c.* **To the Uſe** of the ſaid Sir *N. C.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte, (voluntary Waſte in pulling down Houſes, and cutting up of great Timber, other than for Repairs and Buildings upon the Premiſſes only excepted :) And from and after the Determination of that Eſtate, then **To the Uſe** of the ſaid *A. B. W. F.* the Elder, *J. S.* and *W. F.* the Younger, and the Survivor of them and his Heirs, for and during the natural Life of the ſaid Sir *N. C.* upon Truſt, and to the Intent to ſupport and preſerve the contingent Uſes and Eſtates herein after limited, from being deſtroyed or defeated, and for that Purpoſe to make Entries, and bring Actions, as the Caſe ſhall require: But nevertheleſs, to permit and ſuffer the ſaid Sir *N. C.* and his Aſſigns, during his natural Life, to take the Rents, Iſſues and Profits of the ſame Manors, Meſſuages, Lands, Tenements, and Premiſſes, to and for his and their own Uſe and Benefit: And from and after the Determination of that Eſtate, **To the Uſe** of the ſaid Sir *J. J. J. G.* *A. B.* and *J. S.* and their Heirs, for and during the natural Life of the ſaid Dame *S. C.* upon and under the Truſts, Proviſoes, Limitations, and Declarations, herein after mentioned: And from and after the Determination of that Eſtate, then **To the Uſe** of the ſaid *F. C.* and *A. B.* for and during the joint Lives of the ſaid *F. C.* and *A. B.* And from and after the Determination of that Eſtate, *&c.*

Remainder, *&c.*

Remainder, *&c.*

Remainder, *&c.*

Remainder, *&c.*

Eſtate, To the Uſe of the ſaid *A. B. W. F.* the Elder, *J. S.* and *W. F.* the Younger, and the Survivor of them, and his Heirs, during the joint Lives of the ſaid *F. C.* and *A. B.* upon Truſt, and to the Intent to ſupport and preſerve the contingent Uſes and Eſtates herein after limited, from being deſtroyed or defeated, and for that Purpoſe to make Entries and bring Actions, as the Caſe ſhall require: And from and after the Determination of that Eſtate, then To the Uſe of the ſaid *A. B. W. F.* the Elder, *J. S.* and *W. F.* the Younger, and the Survivor of them, and his Executors and Adminiſtrators, for and during, and unto the full End and Term of 500 Years, from thence next and immediately enſuing, and fully to be compleat and ended upon and under the Truſts, Proviſoes, Limitations, and Declarations, herein after in theſe Preſents mentioned and declared, and to and for no other Intent, Uſe, or Purpoſe whatſoever, and from and after the Determination of that Eſtate, To the Uſe of the ſaid *F. C.* for and during the Term of his natural Life: And from and after the Determination of that Eſtate, then To the Uſe of the ſaid *A. B. W. F.* the Elder, *J. S.* and *W. F.* the Younger, and their Heirs, for and during the natural Life of the ſaid *F. C.* upon Truſt, and to the Intent to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being deſtroyed or defeated, and for that Purpoſe to make Entries, and bring Actions, as the Caſe ſhall require: But nevertheleſs, to permit and ſuffer the ſaid *F. C.* and his Aſſigns, during his natural Life, to take the Rents, Iſſues, and Profits, of the ſame Manors, Meſſuages, Lands, Tenements, and Hereditaments and Premiſſes to and for his and their own Uſe and Benefit: And from and

Remainder, &c.

Remainder, &c.

Remainder, &c.

and after the Determination of that Eſtate, To the Uſe and Behoof of the firſt Son of the ſaid *F. C.* on the Body of the ſaid *A. B.* to be begotten, and the Heirs Males of the Body of ſuch firſt Son lawfully to be begotten: And for Default of ſuch Iſſue, then To the Uſe and Behoof of the ſecond Son of the ſaid *F.* on the Body of the ſaid *A. B.* to be begotten, and the Heirs Males of the Body of ſuch ſecond Son lawfully to be begotten: And for Default of ſuch Iſſue, then To the Uſe and Behoof of the third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and all and every the Son and Sons of the ſaid *F. C.* on the Body of the ſaid *A. B.* to be begotten, ſeverally, ſucceſſively, and in Remainder, the one after the other, in Order and Courſe, as they ſhall be in Seniority of Age, and Priority of Birth, and of the ſeveral Heirs Males of their ſeveral and reſpective Bodies lawfully iſſuing, every Elder of the ſaid Sons, and the Heirs Males of his Body, being always preferred before the Younger, and the Heirs Males of his Body: And for Default of ſuch Iſſue, then in caſe the ſaid *A. B.* ſhall happen to be *Privement Enſeint* of a Child or Children by the ſaid *F. C.* at the Time of the Deceaſe of the ſaid *F. C.* To the Uſe of the ſaid *A. B. W. F.* the Elder, *J. S.* and *W. F.* the Younger, and their Heirs, until ſuch Time as the ſaid *A.* ſhall be delivered of ſuch Child or Children, or die, which ſhall firſt happen; And if ſuch after-born Child or Children ſhall happen to be a Son or Sons, then To the Uſe and Behoof of all and every ſuch after-born Son and Sons, ſeverally and ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age, and Priority of Birth, and of the ſeveral and reſpective Heirs Males of the Body and Bodies of all

Remainder, &c.

Remainder, &c.

Remainder, &c.

Remainder, &c.

The Limitation, &c.

and

and every ſuch after-born Son and Sons lawfully iſſuing, the Elder of ſuch after-born Sons, and the Heirs Male of his Body iſſuing, being always to be preferred, and to take before the Younger of ſuch after-born Sons, and the Heirs Male of his and their Bodies iſſuing; And for Default of ſuch Iſſue, then To the Uſe of the ſaid Sir *N. C.* and his Heirs for ever: And as for, touching and concerning, *&c.* To the Uſe and Behoof of the ſaid Sir *N. C.* his Heirs and Aſſigns for ever: And as for, touching and concerning the Eſtate before limited in theſe Preſents to the ſaid Sir *J. J. J. G. A. B.* and *J. S.* and their Heirs during the Life of the ſaid Dame *S.* the true Intent and Meaning thereof is, and is hereby ſo declared to be, That the ſaid Sir *J. J. J. G. A. B.* and *J. S.* and their Heirs, ſhall and may yearly, and every Year, during the Life of the ſaid Dame *S.* have, take, and receive out of their reſpective Manors, Lands, Tenements, and Hereditaments, to them ſo before limited, one Annuity, or yearly Rent-Charge, or Sum of 550 *l.* to be paid to the ſaid Dame *S.* yearly, and every Year, during her ſaid Life, without Deduction or Abatement of or for any Manner of Taxes, Tallages, or other Charges, whatſoever, at the four moſt uſual Feaſts in the Year, (that is to ſay,) *&c.* by even and equal Portions; the firſt Payment thereof to begin, and to be made, at ſuch of the ſaid Feaſts as ſhall firſt happen after the Commencement of the ſaid Eſtate, in full Bar, Recompence, and Satisfaction of and for all Dower, Thirds, and Jointures, which the ſaid Dame *S.* is or may be entitled unto, either in Law or Equity, of, in, or out of all or any Part of the Premiſſes in the ſaid Fine contained: And the Overplus of the Rents, Iſſues, and Profits of the Premiſſes, to pay

and

and deliver over to ſuch Perſon or Perſons to whom the ſaid Premiſſes are in and by theſe Preſents limited and conveyed, next and immediately after the Death of the ſaid *S.* Provided always, and upon this further Truſt in them the ſaid Sir *J. J. J. G. A. B. J. S.* and their Heirs, and every of them repoſed, That in Caſe the ſaid Dame *S.* ſhall refuſe to accept of the ſaid Annuity or Rent-Charge of 450 *l. per Annum*, as aforeſaid, and ſhall reſort to any Jointure or Jointures whereunto ſhe ſhall or may be entituled either in Law or Equity, and thereupon evict the ſaid *A. B.* of any Part or Parcel of the Manors, Lands, Tenements and Hereditaments hereby limited to the ſaid *A. B.* for her Jointure, That then the ſaid Sir *J. J. J. G. A. B.* and *J. S* and their Heirs, ſhall and may well and truly pay, or cauſe to be paid, and are hereby intruſted to pay unto the ſaid *A. B.* out of the Premiſſes ſo to them limited, as aforeſaid, during the Life of the ſaid Dame *S.* the full, compleat and entire Rent and yearly Value of all and every the ſaid Manors, Lands, Tenements and Hereditaments, which ſhall be ſo evicted, as aforeſaid, The ſaid Payment to be made at the two moſt uſual Feaſts in the Year (that is to ſay,) *&c.* The firſt Payment to be made at or upon which of the ſaid Feaſts ſhall firſt happen after ſuch Eviction, or other Time or Times, to which ſuch Eviction ſhall or may relate: And as for, touching and concerning the ſaid Term of 500 Years above-mentioned, the true Intent and Meaning thereof is, and is hereby declared to be, upon Truſt to the Ends, Intents and Purpoſes following, (that is to ſay) In Caſe the ſaid *F. C.* depart this Life, leaving no Iſſue on the Body of the ſaid *A. B.* begotten, nor the ſaid *A. Privement Enſeint* of a Child, which ſhall be afterwards born alive,

A Proviſo, *&c.*

The Term of 500 Years is declared to be upon the Truſts following, *&c.*

That then the ſaid *A. B. W. F.* the Elder, *J. S.* and *W. F.* the Younger, and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhall and may, at and upon the Requeſt and Deſire of the ſaid *A. B.* to be made by her the ſaid *A. B.* within ſix Months after the Death of the ſaid *F. G.* by Mortgage or Sale of the ſaid Term of and in the ſaid Premiſſes, ſo limited to them for the Term of 500 Years, as aforeſaid, or in a competent Part thereof, or otherwiſe, raiſe and levy the Sum of 7000 *l.* of lawful, *&c.* to be paid to the ſaid *A. B.* in full Recompence, Bar, and Satisfaction of her Jointure, the ſaid *A. B.* at the Time of the Payment thereof transferring her ſaid Jointure to the next in Remainder of the ſaid Jointure-Lands, by ſuch Ways and Means as the Counſel learned in the Law of ſuch Perſon or Perſons in Remainder after the Determination of the ſame Term ſhall reaſonably adviſe, deviſe and require, the ſaid Perſon in Remainder, bearing and paying all and ſingular the Charges, in, for, and about the Execution of the ſame: And in caſe the ſaid *F. C.* and *A. B.* or either of them, depart this Life, leaving no Iſſue Male on their Bodies begotten, but one or more Daughter or Daughters, or that the ſaid *A. B.* at the Time of the Death of the ſaid *F. C.* ſhall be enſeint of a Child or Children, which ſhall be a Daughter or Daughters, That then the ſaid Term ſo limited, as aforeſaid, ſhall be and is hereby declared to be in Truſt for the raiſing 8000 *l.* of lawful, *&c.* out of the Manors, Lands and Tenements in the ſaid Term comprized either by Mortgage, Sale, or otherwiſe, to be paid to ſuch Daughter or Daughters at her or their reſpective Age or Ages of 18 Years or Days of Marriage, which ſhall firſt happen, ſuch Marriage being by and with

the Conſent of ſuch her or their Parents as ſhall be then living: But in caſe either of them the ſaid *F. C.* or *A. B.* depart this Life, leaving Iſſue Sons and Daughters, or a Son and Daughters on their Bodies begotten; or in caſe the ſaid *A. B.* having a Son before alive, ſhall be enſeint of a Child or Children by the ſaid *F. C.* at the Time of his Deceaſe, then the ſaid Term of 500 Years is intended and hereby declared to be upon this further Truſt, and to the End, Intent and Purpoſe, that the ſaid Truſtees and the Survivors and Survivor of them, and his Executors and Adminiſtrators, ſhall, out of the Rents, Iſſues and Profits of the Premiſſes ſo limited to them for the ſaid Term of 500 Years as aforeſaid, yearly pay, or cauſe to be paid to the eldeſt Son or Heir Male of the ſaid *F. C.* on the Body of the ſaid *A. B.* begotten, the Sum of 200 *l.* for his Maintenance, from ſuch Time as he ſhall attain his Age of 18 Years: And alſo by Mortgage of all or any Part of the ſame Premiſſes, or otherwiſe, raiſe and levy the Sum of 4000 *l.* of, *&c.* for the younger Children of him the ſaid *F. C.* on the Body of the ſaid *A. B.* begotten, to be equally paid and divided amongſt them, every Daughter's Part to be paid to her or them, at her or their reſpective Ages of 18 Years or Days of Marriage, which ſhall firſt happen; And every of the Sons Part to be paid to him or them, at his or their reſpective Ages of 21 Years: And in caſe any of them die before his, her, or their reſpective Age or Ages, at which their ſaid reſpective Portions are hereby appointed to be paid, then the Share or Shares of him, her, and them, ſo dying, ſhall go to, and be equally divided amongſt, the ſurviving younger Child or Children; And if any of them happen by the Death of the eldeſt Son to be Heir, and in the

Place

Place of the eldeſt Son, then his Part or Portion ſhall go, to and be equally divided amongſt, the remaining younger Child or Children: Provided always, and upon this further Truſt and Confidence in them the ſaid *A. B. W. F.* the elder, *J. S.* and *W. F.* the younger, their Executors and Adminiſtrators repoſed, That in Caſe the ſaid *F. C.* die before the ſaid *A. B.* or that both of them die, then the reſpective Child or Children of the ſaid *F. C.* and *A. B.* ſhall be maintained and educated by the ſaid Truſtees and the Survivors and Survivor of them, and his Executors or Adminiſtrators out of the Rents, Iſſues and Profits of the Premiſſes ſo limited to them for the Term of 500 Years, as aforeſaid, until their reſpective Ages, at which they are to have, take, and receive his, her, or their reſpective Portions, as aforeſaid: Provided alſo, and upon this Condition; And it is hereby declared to be the true Intent and Meaning of all and every the Parties to theſe Preſents, That in Caſe the Heir at Law, or in Remainder, or ſuch Perſon or Perſons, to whom the Premiſſes ſhall deſcend or come next and immediately after the Determination of the ſaid Term of 500 Years, ſhall and will well and truly pay, or cauſe to be paid to the good Liking and Approbation of the ſaid *A. B. W. F.* the elder, *J. S.* and *W. F.* the younger, or the major Part of them, the Survivors and Survivor of them, and the Executors or Adminiſtrators of ſuch Survivor, all and every the reſpective Sums of Money aforeſaid, to ſuch Perſon or Perſons as they ſhall happen to become due and payable to, at the reſpective Times above mentioned and declared, and ſhall ſecure the ſaid Sum of 7000 *l.* in caſe the ſaid *A. B.* ſhall require it, to be ſecured by and with her own Allowance and Approbation, and not other-

A Proviſo, &c.

A Proviſo, &c.

otherwiſe: And ſhall alſo ſecure ſuch Maintenance for all and every the ſaid Children aforeſaid, as the ſaid *A. B. W. F.* the Elder, *J. S.* and *W. F.* the Younger, and the Survivors and Survivor of them, and his Executors and Adminiſtrators are impowered and required to find and make for the ſaid Children until they come to and attain the ſeveral and reſpective Ages aforeſaid, hereby declared for the ſeveral and particular Payments before limited, ordered and appointed to the ſaid Children reſpectively (the ſaid *A. B. W. F.* the Elder, *J. S.* and *W. F.* the Younger, and their Executors and Adminiſtrators, firſt deducting and detaining to themſelves all and every ſuch Sum and Sums of Money and reaſonable Charges, as they and every of them ſhall expend and be put unto, in and about the Execution of this Truſt) then and after the Performance of the ſaid Truſts herein before mentioned; The ſaid Term of 500 Years ſhall wait upon and attend the Inheritance of the ſaid Premiſſes; And the ſaid *A. B. W. F.* the Elder, *J. S.* and *W. F.* the Younger, and the Survivors and Survivor of them, and his Executors and Adminiſtrators ſhall at and upon the Requeſt and Charges of ſuch Heir and Perſon to whom the ſaid Premiſſes ſhall next and immediately after the Determination of the ſaid Term of 500 Years, deſcend, remain or come, aſſign, ſet over, and transfer the ſaid Term of 500 Years, and the Premiſſes therein mentioned to the ſaid Heir or Perſon, to whom the ſaid Premiſſes ſhall ſo deſcend, remain, or come; And alſo, give and yield up ſuch Heir or Perſon, a true Account of, and pay over to him all and every ſuch Sum and Sums of Money as ſhall be then remaining in his, their, or any of their Hands, for or by Reaſon of the ſaid Truſt: Provided always, and it is hereby further declared to be the

A Power to make Leaſes for 21 Years, reſerving the beſt improved Rent.

true Intent and Meaning of all the Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid Sir *N. C. F. C.* and *A. B.* and every of them from Time to Time as they ſhall reſpectively be in the actual Poſſeſſion of the ſaid Premiſſes to them or either of them, before, in and by theſe Premiſſes limited, to and for their reſpective Lives or Joint-Lives, by Indenture under their reſpective Hands and Seals, to leaſe all or any Part of the ſaid Premiſſes ſo to them limited, as aforeſaid, to any Perſon or Perſons, for any Term or Number of Years, not exceeding 21 Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, ſo as upon every ſuch Leaſe ſo to be made, as aforeſaid, there be reſerved the moſt and beſt yearly Rent that can be reaſonably had or obtain'd for the ſame, without taking any Sum or Sums of Money, or any other Thing by way of Fine or Income, for or in reſpect of any ſuch Leaſe or Leaſes, and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte, and ſo as there be contained in every ſuch Leaſe ſo be made, as aforeſaid, Clauſes of Re-entry for Non-payment of the Rent or Rents to be thereby reſerved, and ſo as the reſpective Leſſee and Leſſees, to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes: **And alſo**, That the ſaid *F.C.* may make, ſettle, and ſecure to any Perſon or Perſons whatſoever, any Part of the Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before firſt limited (not exceeding the yearly Rent of 400 *l.*) for and in the Name of a Jointure, for any Woman or Women he ſhall hereafter happen to marry: **Provided alſo**, and it is hereby declared and agreed by and between all and every the Parties to theſe Preſents, That the Fee-farm Rent of

40 *l.*

40 *l. per Ann.* due to the King's moſt excellent Majeſty, his Heirs and Succeſſors, out of Part of the Manors and Premiſſes herein before-mentioned, ſhall be paid and diſcharged by the ſaid *F. C.* and *A. B.* and all ſuch other Perſon and Perſons to whom the ſaid Manor and Premiſſes limited to the ſaid *F. C.* and *A. B.* for their Lives, for their preſent Maintenance, and for the Jointure of the ſaid *A. B.* ſhall come; And that they and every of them ſhall ſave harmleſs and indempnified the ſaid Sir *N. C.* and other Perſons concerned in the Reſidue of the Premiſſes, of and from the ſame, which the ſaid *F. C.* doth hereby covenant and agree to and with the ſaid Sir *N. C.* his Heirs and Aſſigns, ſhall be done accordingly: And the ſaid Sir *N. C.* for himſelf, his, *&c.* and for every of them, doth covenant, promiſe, and grant to and with the ſaid *W. B.* his, *&c.* and every of them in Manner following (that is to ſay) That he the ſaid Sir *N. C.* at the Time of the Sealing and Delivery of theſe Preſents, hath good rightful Power, and lawful Authority, to make, ſettle, limit and appoint, all and ſingular the Premiſſes, to ſuch Uſes, Intents and Purpoſes, and with and under ſuch Proviſoes, Limitations and Agreements as are herein before limited, appointed, and declared of and concerning the ſame; And alſo that all and ſingular the Premiſſes, now are, and from Time to Time, and at all Times hereafter ſhall be and remain free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved harmleſs, and kept indempnified by the ſaid Sir *N. C.* his, *&c.* of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Jointures, Mortgages and Incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made,

A Covenant from Sir *N. C.* That he hath Power to ſettle,

A Covenant that the Premiſſes are free from Incumbrances.

done, committed, or ſuffered by him the ſaid Sir *N. C.* or any other Perſon or Perſons whatſoever, claiming or to claim, by, from, or under him, except the Leaſes for Years now in being: **And further**, That the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments firſt above ſettled and limited to the ſaid *F. C.* for his Life, and then to the ſaid *A. B.* for a Jointure, now are, and at all Times hereafter during the reſpective Lives of the ſaid *F. C.* and *A. B.* ſhall be and remain of the full, clear and certain yearly Value of 800 *l.* beyond all Manner of Reprizes: **And alſo**, That he the ſaid Sir *N. C.* ſhall and will at his own proper Coſts and Charges, ſet and put into good and ſufficient Repair, all and ſingular the Meſſuages, Barns and Buildings, which now are ſtanding and being in and upon the laſt mentioned Premiſſes, at or before *Midſummer-day* next enſuing the Date of theſe Preſents: **And alſo**, That the Woods, Coppices and Underwoods, in and upon the reſpective Manors of *Banſted*, *Ravisbury* and *Walton* aforeſaid, do contain fully and clearly 380 Acres: **And alſo**, That he the ſaid Sir *N. C.* at the Time of his Death, ſhall and will leave all the Furniture and Houſhold-ſtuff in the Manſion-houſe of *B.* aforeſaid, that are now there (except the Furniture of, and for one Chamber, which the ſaid *D. S.* is to have, ſuch as ſhe ſhall chooſe) to ſuch Heir to whom the ſaid Manſion-houſe is in and by theſe Preſents limited and appointed: And the ſaid Sir *N. C.* doth agree and appoint, that the ſame Goods ſhall go with and attend the ſaid Houſe for the Benefit of ſuch Heir; And the ſaid Sir *N. C.* doth hereby further covenant, grant and agree, to and with the ſaid *W. B.* his Heirs, Executors and Adminiſtrators, and every of them, That in

Covenant to repair.

Covenant to leave the Deer in the Park.

In Caſe the now Park of *B.* ſhall continue to be a Park at the Time of his Deceaſe, then he will leave the Stock of Deer then being upon the ſaid Park, to ſuch Heir Male as the Soil of the ſaid Park is limited unto, in and by theſe Preſents: and that he will neither give nor diſpoſe of the ſaid Deer by his laſt Will, or any Writing to take Effect, at or from the Time of his Deceaſe, nor ſuffer the ſame by his Neglect, to fall or come into any other Hands whatſoever, than his Heir Male aforeſaid: And laſtly, That he the ſaid Sir *N. C.* and Dame *S.* his Wife, and the ſaid *F. C.* and every of them, ſhall and will from Time to Time, and at all Times hereafter, within the Space of ſeven Years, at the Requeſt, Coſts and Charges of the ſaid *W. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, do and execute, or cauſe to be done and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Device and Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, and more perfect and abſolute ſettling, aſſuring, conveying, ratifying and confirming, of all and ſingular the above mentioned Eſtates, Terms and Agreements, according to the ſeveral and reſpective Limitations, Declarations, Covenants, Proviſoes and Agreements, aforeſaid, as by the Counſel Learned in the Law, of him the ſaid *W. B.* his Heirs, Executors, and Adminiſtrators, or any of them, ſhall be reaſonably adviſed, deviſed, and required, ſo as there ſhall be contained in the ſaid Aſſurances to be made, no further, or other Covenant or Warranty, than is in theſe Preſents; And ſo as the ſaid Perſons that are to do and execute the ſame be compelled or compellable to travel no further than the Cities of *London* and *Weſtminſter* for the Doing thereof;

A Covenant for further Aſſurance.

And whereas the ſaid *W. B.* by his Indenture, bearing Date, *&c.* upon Conſideration of a Marriage with his now Wife *E.* then *E. H.* eldeſt Daughter of Sir *T. H.* of, *&c.* did (amongſt other Things) therein and thereby ſettle his Lands and Tenements in, *&c.* upon the ſaid Sir *T. H.* and *T. H.* Eſq; Son and Heir apparent of the ſaid Sir *T. H.* their, *&c.* for the Term of 99 Years, upon Truſt and Confidence, that in caſe the ſaid *E. H.* ſhould die without Iſſue Male of her Body begotten, and ſhould leave one or more Daughter or Daughters on her Body begotten by the ſaid *W. B.* That then the ſaid Sir *T. H.* and *T. H.* their, *&c.* ſhould raiſe out of the Lands and Tenements aforeſaid, the Sum of 3000 *l.* for ſuch Daughter or Daughters, as in and by the ſaid in Part recited Indenture, Relation being thereunto had, may more fully and at large appear: And whereas the ſaid *W. B.* hath only three Daughters by the ſaid *E.* his now Wife: But foraſmuch as the ſaid *W. B.* hath well and truly paid to the ſaid Sir *N.* and *F. C.* or one of them, the full Sum of 7000 *l.* of lawful, *&c.* as the Portion of the ſaid *A. B.* his ſecond Daughter upon her Marriage with the ſaid *F. C.* It is hereby fully and abſolutely concluded and agreed by and between the ſaid Sir *N. C.* *F. C.* and *W. B.* and every of them, That the ſaid 7000 *l.* ſo paid down as aforeſaid, ſhall be conſtrued, taken and adjudged to be in Lieu and full Satisfaction and Diſcharge of all and every other Sum and Sums of Money whatſoever, which he the ſaid *F. C.* ſhall or may at any Time hereafter be intituled unto in right of the ſaid *A. B.* for or by Reaſon of the afore-recited Leaſe of 99 Years, or any Matter or Thing therein contained: And the ſaid Sir *N. C.* and *F. C.* and each of them, do hereby acknowledge and declare the Receipt of the ſaid

7000 *l.*

7000 *l.* by them, or one of them of the ſaid *W. B.* to be by them had, taken, and received in Lieu and full Satisfaction of all ſuch future Rights, Titles, Claims, and Pretences, as the ſaid *F. C.* or any one claiming, by, from, or under him, may have or make by Vertue of the ſaid Leaſe of 99 Years, or any Matter or Thing therein contained: And the ſaid *F. C.* for himſelf, his, *&c.* and every of them, doth hereby covenant, promiſe and agree to and with the ſaid *W. B.* his, *&c.* and every of them by theſe Preſents, That he the ſaid *F. C.* and the ſaid *A. B.* and each of them ſhall and will from Time to Time, and at all Times hereafter, at the Requeſt, Coſts and Charges of the ſaid *W. B.* his, *&c.* do give, make, acknowledge, ſuffer, and execute, or cauſe to be done, given, made, acknowledged, ſuffered and executed unto the ſaid *W. B.* his, *&c.* all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Device and Devices, Aſſurances and Conveyances in the Law whatſoever, as ſhall be reaſonably adviſed or deviſed by the Counſel learned in the Law, of the ſaid *W. B.* his, *&c.* for the Diſcharge, Acquittal, and Diſclaim of all and every the Right, Title, Claim and Pretence of them the ſaid *F. C.* and *A. B.* or either of them, of, in, and to the ſaid 3000 *l.* or any Part there, for, or by Reaſon of the ſaid Leaſe for 99 Years: And laſtly, The ſaid Sir *N. C.* for himſelf, his, *&c.* and for every of them, doth covenant, promiſe and agree to and with the ſaid *W. B.* his, *&c.* and every of them, That all the ſaid Manors, Lands, Tenements and Premiſſes herein before limited to and upon the ſaid *F. C.* and his Iſſue Male in preſent, and after the Death of the ſaid Sir *N. C.* are of the full yearly Value of 1900 *l.* holding Rents.

In Witneſs, &c.

A Covenant to lay out the Wife's Portion being 2000 l. and to add 2000 l. more to it, and which is agreed to be laid out in Purchaſe of Lands to be ſettled, as herein is mentioned.

THIS Indenture, made, *&c.* Between *D. T.* of, *&c.* Gent. of the one Part, and *R. W.* of, *&c.* and *B. W.* Daughter of him the ſaid *R. W.* of the other Part, Witneſſeth, That the ſaid *D. T.* in Conſideration of a Marriage which by the Divine Permiſſion is intended ſhortly to be had and ſolemnized between him the ſaid *D. T.* and the ſaid *B. W.* And of the Sum of 2000 *l.* to be paid and diſpoſed of in ſuch Manner as is herein after expreſſed, as and for a Marriage-Portion with the ſaid *B.* in Caſes the ſaid Marriage take Effect, Doth for himſelf, *&c.* covenant, promiſe and agree to and with the ſaid *R. W.* his, *&c.* by theſe Preſents, in Manner and Form following, (that is to ſay) That he the ſaid *D. T.* his, *&c.* ſhall and will within the Time and Space of one Year next after the Solemnization of the ſaid Marriage, pay and depoſite the Sum of 2000 *l.* of lawful, *&c.* to *P. W.* of, *&c.* which, with the like Sum of 2000 *l.* to be raiſed and paid within the Time aforeſaid, by the ſaid *R. W.* with his ſaid Daughter as a Marriage-Portion, in Caſe the ſaid Marriage take Effect, ſhall be laid out on a Purchaſe of Freehold Meſſuages, Lands and Hereditaments in Fee-Simple in Poſſeſſion within the Realm of *England*,

land, when and as ſoon as ſuch Purchaſe can be had and made to the good Liking and Approbation of them the ſaid *R. W.* and *D. T.* or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, to be conveyed and ſettled to and upon two Perſons (to be indifferently choſen by the two Parties to theſe Preſents, their Executors or Adminiſtrators) and their Heirs, To and for ſuch Uſes, Intents and Purpoſes, and upon ſuch Truſts, and under ſuch Proviſoes, Limitations and Agreements, as are herein after expreſſed, limited, and declared, (that is to ſay) To the Uſe of the ſaid *D. T.* for and during the Term of 99 Years, if he ſhall ſo long live, without Impeachment of Waſte: And from and after the Determination of that Eſtate, then To the Uſe of the ſaid Truſtees and their Heirs for and during the Life of the ſaid *D. T.* upon Truſt to preſerve the contingent Uſes and Eſtates herein after mentioned from being defeated and deſtroyed: And for that Purpoſe to bring Actions and make Entries, as the Caſe ſhall require; but nevertheleſs to permit and ſuffer the ſaid *D. T.* and his Aſſigns, to receive and take the Rents, Iſſues and Profits of the Premiſſes (ſo to be purchaſed, as aforeſaid) during his Life, to and for his own Uſe and Benefit; And from and after the Deceaſe of the ſaid *D. T.* then To the Uſe of the ſaid *B.* his intended Wife during the Term of her natural Life, for her Jointure, and in Bar of her Dower: And from and after the ſeveral Deceaſes of them the ſaid *D.* and *B.* without Impeachment of Waſte, upon the Truſts and under the Proviſoes herein after declared; And from and after the End and Determination of the ſaid Term of 200 Years, to commence from and after the ſeveral Deceaſes of them the ſaid *D.* and *B.* without Impeachment of Waſte upon the Truſts, and

under the Proviſoes herein after declared; And from and after the End and Determination of the ſaid Term of 200 Years, **To the Uſe** and Behoof of the firſt Son of the Body of the ſaid *D.* on the Body of the ſaid *B.* to be begotten, and the Heirs Males of the Body of ſuch firſt Son lawfully iſſuing; And for Default of ſuch Iſſue, **To the Uſe** and Behoof of the 2d Son of the Body of the ſaid *D.* on the Body of the ſaid *B.* to be begotten, and the Heirs Males of the Body of ſuch ſecond Son lawfully iſſuing: And for Default of ſuch Iſſue, **To the Uſe** of the 3d, 4th, 5th, 6th, 7th, 8th, 9th and 10th, and every other Son and Sons of the ſaid *D. T.* on the Body of the ſaid *B.* to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, in order and courſe as they ſhall be in Priority of Birth and Seniority of Age, and of the ſeveral Heirs Males of their ſeveral and reſpective Bodies lawfully iſſuing, the elder of ſuch Sons and the Heirs Males of his Body lawfully iſſuing, being always to be preferred and taken before the Younger, and the Heirs Males of his Body iſſuing; And for Default of ſuch Iſſue, then **To the Uſe** and Behoof of all and every the Daughter and Daughters of the Bodies of the ſaid *D.* and *B.* to be begotten between them, and the Heirs of the Bodies of ſuch Daughter and Daughters lawfully iſſuing, To take as Tenants in Common, and not as Jointenants; And for Default of ſuch Iſſue, then **To the Uſe** of the ſaid *D.* and *B.* their Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever; And it is hereby declared and agreed by and between all the Parties to theſe Preſents, That the ſaid Term of 200 Years ſo agreed to be limited to the ſaid Truſtees, ſhall be limited to them upon Truſt, That in caſe the

ſaid *D. T.* ſhall have more Children by the ſaid *B.* than one Iſſue Male, who ſhall be entituled to the Inheritance of the Premiſſes ſo to be purchaſed by Vertue of the Limitations herein before mentioned, They the ſaid Truſtees, their, *&c.* ſhall and do by Sale or Mortgage of the ſame Term of Years of the Premiſſes ſo to be purchaſed, or of a competent Part thereof, and by the Rents and Profits thereof in the mean Time and until ſuch Sale, levy and raiſe the Sum of Money herein after mentioned for Portions for Daughters and younger Sons of the Body of the ſaid *D. T.* on the Body of the ſaid *B.* to be begotten (that is to ſay) if there ſhall be but one ſuch other Child, and the ſame be either Son or Daughter, then the Sum of 1000 *l.* of lawful Money of *England*, for the Portion of ſuch Child, and if there be two or more ſuch Children, then the Sum of 2000 *l.* of like Money for ſuch Children to be divided amongſt them, Share and Share alike, the ſaid Portion or Portions to be paid to ſuch Child or Children, if a Son or Sons, at his or their reſpective Ages of 21 Years, and if a Daughter or Daughters, at their reſpective Ages of 21 Years or Days of Marriage, which ſhall firſt happen; **Provided**, That if any of the ſaid Children who are to have ſuch Portions ſhall happen to die before his or her Portions become payable, as aforeſaid, then the Portion or Portions of him or her ſo dying, ſhall go and be paid to the Survivor or Survivors of ſuch Children at ſuch Times as the original Portion ſhall become payable, Share and Share alike; **Provided**, That no one ſuch Child ſhall have for his or her Portion more than the Sum of 1000 *l.* by Vertue of theſe Preſents: **Provided alſo**, That if all ſuch Children ſhall happen to die before any of the ſaid Portions ſhall become payable, then

all

all the ſaid Portions to ceaſe, and not be raiſed, and then the ſaid Term of 200 Years to ceaſe and become void: Provided, That no ſuch Sale or Mortgage ſhall be made until ſome of the ſaid Portions ſhall become payable: Provided alſo, That when all the ſaid Portion or Portions ſhall be paid, then the ſaid Term of and in the ſaid Premiſſes ſo to be purchaſed, or ſo much thereof whereof no ſuch Sale or Diſpoſition ſhall be made, ſhall ceaſe and determine: Provided alſo, That whatſoever Sum or Sums of Money, Lands or Hereditaments ſhall be given or left by the ſaid *D. T.* to ſuch Child or Children for and towards their Advancement ſhall be accounted as Part of their ſaid Portions in Caſe the ſaid *D. T.* ſhall ſo declare the ſame in Writing under his Hand and Seal, or by his laſt Will and Teſtament in Writing: Provided alſo, That if there ſhall be but only one Child of the Body of the ſaid *D. T.* on the Body of the ſaid *B.* to be begotten, and the ſame ſhall be a Daughter, who ſhall attain the Age of 21 Years or be married, or being more, they ſhall all of them, excepting one Daughter, happen to die under the Age of 21 Years, or before their Marriage, Then in ſuch Caſe it ſhall and may be lawful, To and for the ſaid *D. T.* by Writing under his Hand and Seal, or by his laſt Will and Teſtament in Writing, (without Prejudice nevertheleſs to the ſaid Eſtate of the ſaid *B.*) to charge the Premiſſes ſo to be purchaſed with any Sum or Sums of Money, not exceeding the Sum of 1000 *l.* at his own Will and Pleaſure, and for ſuch Uſes, Intents and Purpoſes as he ſhall think fit: And in ſuch Caſe, if he the ſaid *D. T.* ſhall not, nor do not in his Life-time, charge the Premiſſes, as aforeſaid, or ſhall not Charge the ſame with the full Sum of 100 *l.* then it ſhall and may be lawful to and for the ſaid,

A Proviſo, &c.

ſaid *B.* (in Caſe ſhe ſurvive the ſaid *D.*) by Writing under her Hand and Seal, or by her Laſt Will and Teſtament in Writing, to charge the ſaid Premiſſes with any Sum or Sums of Money not exceeding 1000 *l.* or otherwiſe, with ſo much Money as ſhall make up what ſhall be ſo charged by the ſaid *D.* the full Sum of 1000 *l.* at her own Will and Pleaſure, to and for ſuch Uſes, Intents, and Purpoſes, as ſhe ſhall think fit, in which Settlement ſhall be contained a Proviſo or Power to and for the ſaid *D.* and *B.* reſpectively, when they ſhall be reſpectively in Poſſeſſion of the Premiſſes, (ſo to be purchaſed,) by Vertue of the Limitations above mentioned, from Time to Time, by Indenture under their reſpective Hands and Seals, to make any Leaſe or Leaſes of the ſame Premiſſes, or any Part thereof, to any Perſon or Perſons, for any Term or Number of Years not exceeding 21 Years, ſo as upon every ſuch Leaſe be reſerved ſo much yearly Rent as can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Things, by Way of Fine or Income; and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte, and under ſuch other Proviſoes and Covenants as are uſual in like Caſes: Provided alſo, and it is hereby declared and agreed by and between all the Parties to theſe Preſents, That the ſaid *P. W.* his Executors and Adminiſtrators ſhall have Power until ſuch Purchaſe can be made to put out the Monies, to be depoſited in his Hands, as aforeſaid, upon Securities at Intereſt, ſo as that the ſame be done by Conſent and Approbation of the ſaid *R. W. D. T.* and *B. W.* his intended Wife, or the Survivors, or Survivor of them, or the Executors, or Adminiſtrators of ſuch Survivor: And it is hereby further declared and agreed, That the Intereſt of the ſame

A Power for the Husband and Wife reſpectively, when in Poſſeſſion of the Premiſſes, to let Leaſes for 21 Years, at the beſt improved Rent.

A Power, That the Perſon to whom the 4000 *l.* is to be paid may lend the ſame at Intereſt, with Conſent of the Parties, until a Purchaſe can be had.

A Covenant from the Father to pay the 2000 *l.* to be laid in a Purchaſe as aforeſaid, &c.

ſame Monies until ſuch Purchaſe ſhall go and be paid to the Perſon to whom the Rents of the Premiſſes ſo to be purchaſed ought to have gone in caſe the ſame were purchaſed: And the ſaid *R. W.* for himſelf, *&c.* and for every of them, doth covenant, promiſe, and grant to and with the ſaid *D. T.* his, *&c.* by theſe Preſents, That if the ſaid Marriage between the ſaid *D. T.* and the ſaid *B.* the Daughter of him, the ſaid *R. W.* take Effect, he, the ſaid *R. W.* his, *&c.* ſhall and will within the Time and Space of one Year from the Solemnization of the ſaid intended Marriage, well and truly pay and depoſite into the Hands of the ſaid *P. W.* as a Marriage-Portion, with or for the ſaid *B.* his Daughter, the Sum of 2000 *l.* of lawful Money of *England*, to be added to the like Sum of 2000 *l.* ſo as aforeſaid, to be paid by the ſaid *D. T.* to make up one entire Sum of 4000 *l.* of like lawful, *&c.* and the ſame to be laid out in the Purchaſe of Lands, Meſſuages, Tenements, or Hereditaments, in manner, and for the Uſes before-mentioned: And it is hereby further agreed, That in caſe after the ſaid Marriage be ſolemnized the ſaid *B.* ſhall happen to die in the Life-time of the ſaid *D.* and within two Years after the ſaid Marriage, leaving no Iſſue of her Body then living, then the ſaid *R. W.* his Executors or Adminiſtrators, ſhall have the full Sum of 500 *l.* of the ſaid Sum of 2000 *l.* payable by him as aforeſaid, or otherwiſe, ſhall have an 8th Part of the Lands and Premiſſes ſo to be purchaſed to the Uſe of him and his Heirs.

In Witneſs, &c.

This

THis Indenture, *Quadripartite*, made, *&c.* between the Right Honourable *J.* Lord *C.* and the Right Honourable the Lady *E.* his Wife, and Dame *E. B.* Widow, Relict of Sir *H. B.* late of, *&c.* of the firſt Part, the Honourable *J. B.* Eſq; Son and Heir apparent of the ſaid *J.* Lord *C.* and Lady *E.* and *M. L.* only Daughter of Sir *T.* late of, *&c.* of the ſecond Part, Sir *R. C.* of, *&c.* and Sir *S. L.* of, *&c.* of the third Part, and *A. J.* Eſq; and *W. B.* of, *&c.* of the fourth Part. **Whereas** there is a Marriage, by the Permiſſion of God, intended ſhortly to be had and ſolemnized between the ſaid *J. B.* and *M. L.* **Now this Indenture witneſſeth,** That for and in Conſideration of the ſaid intended Marriage, and of the Sum of 10000 *l.* of lawful, *&c.* to the ſaid *J.* Lord *C.* and *J. B.* or one of them, in Hand paid and ſatisfied, or ſecured to be paid and ſatisfied, by the ſaid *M. L.* being the Marriage-Portion of the ſaid *M. L.* the Receipt whereof they, the ſaid *J.* Lord *C.* and *J. B.* do hereby acknowledge, and themſelves therewith fully ſatisfied, and for and in Conſideration of the Sum of 5 *s.* a-piece of lawful Money of *England* to the ſaid *J.* Lord *C.* Dame *E. B.* and *J. B.* in Hand paid by the ſaid Sir *R. C.* and Sir *S. L.* the Receipt whereof is hereby likewiſe acknowledged; and for providing a competent Jointure and Livelihood for the ſaid *M. L.* in caſe ſhe ſhall after the ſaid intended Marriage happen to ſurvive the ſaid *J. B.* her intended Husband; and for the Settling the Manors, Meſſuages, Lands, Tenements, and Here-

Conſideration.

Hereditaments, herein after mentioned, upon the Truſts, and to and for the Uſes, Intents, and Purpoſes, and with and under the Proviſoes and Agreements herein after mentioned, expreſſed and declared, and for divers other good Cauſes and Conſiderations them, the ſaid *J.* Lord *C.* Dame *E. B.* and *J. B.* thereunto ſpecially moving, They, the ſaid *J.* Lord *C.* Dame *E.* and *J. B.* do covenant, and grant, and agree, to and with the ſaid Sir *R. C.* and Sir *S. L.* and their Heirs and Aſſigns, by theſe Preſents, That they, the ſaid *J.* Lord *C.* and the Lady *E.* his Wife, Dame *E. B.* and *J. B.* ſhall and will, before the End of *Hillary* Term now next enſuing, acknowledge and levy before his Majeſty's Juſtices of the Court of *Common Pleas* at *Weſtminſter* in due Form of Law, one or more Fine or Fines, *Sur Cognizance de droit come ceo, &c.* whereon Proclamation ſhall and may be had according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes, of all thoſe, the Manors and Lordſhips of, *&c.* with their and every of their Appurtenances, and all Meſſuages, Lands, Tenements, and Hereditaments, ſituate in the ſeveral Pariſhes, of, *&c.* and every of them, in the County of *H.* and all that Meſſuage or Tenement, with the Appurtenances, commonly called or known by the Name of, *&c.* ſituate, *&c.* in the ſaid County of, *&c.* and all and all Manner of Houſes, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Leaſows, Paſtures, Feedings, Woods, Underwoods, Ways, Water-Courſes, Eaſements, Commons, Common of Paſture, Profits, Commodities, Hereditaments, and Appurtenances, whatſoever, to the ſaid Meſſuages or Tenement belonging, or in any

A Covenant to levy a Fine to enure for making a Tenant to the Precipe.

any wiſe appertaining, or accepted, reputed, known, or taken, as Part, Parcel, or Member thereof, unto the ſaid Sir *R. C.* and Sir *S. L.* and their Heirs, or the Heirs of one of them, by ſuch apt or convenient Name and Names, Quantities and Qualities, Number of Manors, Meſſuages and Acres, Qualities and Species of Lands, and other Deſcriptions, to aſcertain the ſame, as ſhall be thought meet and convenient, which ſaid Fine or Fines, and all other Fine and Fines, Conveyances and Aſſurances in the Law, whatſoever, already had, made, or levied, or hereafter to be had, made, or levied, of the ſaid Manors, Meſſuages, Lands, Tenements, and Hereditaments, or any of them, or by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and are hereby declared to be and enure, and were and are meant and intended to be and enure To the Uſe and Behoof of the ſaid Sir *R. C.* and Sir *S. L.* their, *&c.* for ever; To the Intent and Purpoſe nevertheleſs, That one or more Common Recovery or Recoveries may be thereof had and ſuffered in ſuch Manner as herein after is expreſſed. For which Purpoſe it is hereby covenanted, declared, and agreed, by and between all the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid *A. F.* and *W. B.* at the Coſts and Charges in the Law of the ſaid *J.* Lord *C.* before the End of the ſaid *Hillary* Term to ſue forth and proſecute out of the High-Court of *Chancery*, one or more Writ or Writs of Entry *Sur deſſeiſin en le poſt*, returnable and to be returned before the Juſtices of the Court of *Common Pleas* at *Weſtminſter*, at ſome Return-Day of the ſame Term, thereby demanding by ſuch apt and convenient

A Covenant to ſuffer a Common Recovery.

Names, Quantities, Qualities, Number of Manors, Meſſuages, and Acres, and other Deſcriptions, as ſhall be thought fit, all and every the aforeſaid Manors, Meſſuages, Lands, Tenements, and Hereditaments and Premiſſes, againſt the ſaid Sir *R. C.* and Sir *S. L.* or the Survivor of them, or the Heirs of ſuch Survivor, to which ſaid Writ or Writs, the ſaid Sir *R. C.* and Sir *S. L.* or the Survivor of them, or the Heirs of ſuch Survivor, ſhall appear *gratis*, and enter into the Warranty, and vouch to Warranty, the ſaid *J. B.* who ſhall likewiſe appear *gratis*, and enter into the Warranty, and vouch over to Warranty, the ſaid *J.* Lord *C.* who ſhall likewiſe appear *gratis*, and enter into the Warranty, and vouch over to Warranty, the common Vouchee of the ſame Court, who ſhall alſo appear, and enter *gratis* into the Warranty, and imparle, and after Imparlance ſhall make Default, and depart in Contempt of the Court, ſo as Judgment may be thereupon had and given for the ſaid *A. J.* and *W. B.* to recover the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, intended to be comprized in the ſaid Recovery or Recoveries againſt the ſaid Sir *R. C.* and Sir *S. L.* or the Survivor of them, or the Heirs of ſuch Survivor, and for the ſaid Sir *R. C.* and Sir *S. L.* or the Survivor of them, or the Heirs of ſuch Survivor, to recover over in Value againſt the ſaid *J. B.* and for the ſaid *J. B.* to recover over in Value againſt the ſaid *J.* Lord *C.* and for the ſaid *J.* Lord *C.* to recover over in Value againſt the ſaid Common Vouchee, and that Executions may be thereupon awarded accordingly, and all and every Act and Thing may be done and executed, needful for the ſuffering and perfecting one or more Common Recovery or Recoveries

veries of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, with Vouchers, as aforeſaid, according to the Courſe of Common Recoveries in ſuch Caſe had: And it is hereby declared, concluded, and fully agreed, by and between all the ſaid Parties to theſe Preſents, That after the ſaid Recovery or Recoveries ſo as aforeſaid, or in any other Manner, or at any other Time or Times, had or ſuffered, or to be had or ſuffered, and from and after the Suffering and Perfecting of the ſaid Recovery or Recoveries, the ſaid Fine and Fines, and all and every other Fine and Fines, Recovery and Recoveries, Conveyances and Aſſurances in the Law whatſoever, heretofore had, made, or executed, or hereafter to be had, made, or executed, of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they, or any of them, are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, conſtrued, deemed and taken, and ſo are and were meant and intended to be and enure, and the Recoverer and Recoverers in the ſaid Recovery or Recoveries, named and to be named, and his and their Heirs, ſhall ſtand and be ſeiſed of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, comprized, or intended to be comprized, in ſuch Recovery and Recoveries, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and with and under ſuch Proviſoes, Limitations, and Agreements, as are herein after expreſſed and declared of and concerning the ſame, (that is to ſay) To the Uſe and Behoof of the ſaid *J.* Lord *C.* his Heirs and Aſſigns, until the ſaid intended Marriage ſhall take Effect: And from and after

The Uſes of the Recovery declared, &c.

after the Solemnization of the said intended Marriage, then as for and concerning certain [*here name the Parcels,*] their and every of their Appurtenances, To the Use and Behoof of the said *J.* Lord *C.* for and during the joint Lives of him the said *J.* Lord *C.* and the said *J. B.* without Impeachment of Waste: And from and after the Determination of that Estate, To the Use and Behoof of the Lady *E.* for and during the joint Lives of her, the said Lady *E.* and the said *J. B.* and from and after the Determination of that Estate, To the Use and Behoof of the said *J. B.* for and during the Term of his natural Life, without Impeachment of Waste: And as for and concerning all that the Manor of, [*here name the Particulars,*] with their and every of their Appurtenances, To the Use and Behoof of the said *J. B.* for and during the Term of his natural Life, without Impeachment, of or for any Manner of Waste; and from and after the Determination of that Estate, To the Use and Behoof of the said *A. J.* and *W. B.* their Heirs and Assigns, during the Life of the said *J. B.* upon Trust to preserve and support the contingent Uses and Estates herein after limited, from being defeated or barred; And for that Purpose to make Entries, and bring Actions, as the Case shall require, yet nevertheless to permit and suffer the said *J. B.* and his Assigns, to receive and take the Rents, Issues, and Profits thereof, during the Term of his natural Life, and from and after the Decease of the said *J. B.* then as for and concerning the said third Part of, *&c.* aforesaid, with their and every of their Appurtenances, To the Use and Behoof of the said *J.* Lord *C.* for and during the joint Lives of him, the said *J.* Lord *C.* and the said *M.* And from and after the Determination of that Estate, To the Use and Behoof of the said

ſaid Lady *E.* for and during the Joint Lives of her the ſaid Lady *E.* and the ſaid *M.* And as for and concerning the ſaid Manors of, &c. with their and every of their Appurtenances, from and immediately after the Deceaſe of the ſaid *J. B.* **To the Uſe** and Behoof of the ſaid *M.* the intended Wife of the ſaid *J. B.* for and during the Term of her natural Life, for her Jointure, and in Lieu, Bar, and Satisfaction of her Dower and Thirds at the Common Law, which ſhe ſhall or may have or claim into or out of all or any the Manors, Lands, Tenements and Hereditaments, whereof or wherein the ſaid *J. B.* is or ſhall be ſeized of any Eſtate of Freehold and Inheritance during the Coverture between them; And as for and concerning the ſaid Manors, Hereditaments, and Premiſſes herein before limited to the Uſe of the ſaid *J. B.* for the Term of his natural Life, from and immediately after the Determination of the reſpective Eſtates thereof herein before limited, and as the ſame ſhall reſpectively end and determine, **To the Uſe** and Behoof of the firſt Son of the Body of the ſaid *J. B.* on the Body of the ſaid *M.* lawfully to be begotten, and the Heirs Males of ſuch firſt Son lawfully iſſuing: And for Default of ſuch Iſſue, **To the Uſe** and Behoof of the ſecond Son of the Body of the ſaid *J. B.* on the Body of the ſaid *M.* lawfully to be begotten, and the Heirs Males of ſuch ſecond Son lawfully iſſuing; And for Default of ſuch Iſſue, **To the Uſe** and Behoof of the third, fourth, fifth, ſixth, ſeventh, and all and every other the Son and Sons of the ſaid *J. B.* on the Body of the ſaid *M.* lawfully to be begotten ſeverally and ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age, and Priority of Birth, and the

ſeveral and reſpective Heirs Males of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing, the elder of ſuch Son and Sons, and the Heirs Male of his Body iſſuing, being alway preferred, and to take before the younger of ſuch Son and Sons, and the Heirs Male of his and their Bodies iſſuing; And for Default of ſuch Iſſue, and in caſe the ſaid *M.* ſhall happen to be enſeint of a Child or Children by the ſaid *J. B.* at the Time of his Deceaſe, then as for and concerning the, *&c.* with their and every of their Appurtenances, from and after the Determination of the Eſtates thereof before limited, To the Uſe of the ſaid *M.* until ſhe ſhall be delivered of ſuch Child or Children, or die, which ſhall firſt happen: And if ſuch after-born Child or Children ſhall happen to be a Son or Sons, then To the Uſe and Behoof of all and every ſuch after-born Son and Sons, ſeverally, ſucceſſively, and in Remainder one after another, as they, and every of them, ſhall be in Seniority of Age, and Priority of Birth, and the ſeveral and reſpective Heirs Males of the Body and Bodies of all and every ſuch after born Son and Sons lawfully iſſuing, the Elder of ſuch after-born Son and Sons, and the Heirs Males of his Body iſſuing, being always preferred, and to take before the Younger of ſuch after-born Son and Sons, and the Heirs Males of his and their Bodies iſſuing: And for Default of ſuch Iſſue, as for and concerning all the ſaid Manors, Hereditaments, and Premiſſes before limited, to the Uſe of the ſaid *J. B.* for the Term of his natural Life (other than and except the ſaid Land and Premiſſes in, *&c.* aforeſaid,) To the Uſe and Behoof of the ſaid Sir *R. C.* and Sir *S. L.* for and during the full Time and Term of 500 Years from thence next enſuing, fully to be compleat and ended, without Impeachment

ment of Waſte upon ſuch Truſts, and for ſuch Intents and Purpoſes; and with and under ſuch Proviſoes and Agreements as are herein after expreſſed and declared, of and concerning the ſame; And from and after the Determination of the ſaid Term of 500 Years, To the Uſe and Behoof of the ſaid *J.* Lord *C.* and the Heirs Males of his Body lawfully begotten, or to be begotten, and for Default of ſuch Iſſue, To the Uſe and Behoof of the Heirs and Aſſigns of the ſaid *J.* Lord *C.* for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever: And as for and concerning the ſaid Manor of, *&c.* with their and every of their Appurtenances, and all and every other the Premiſſes not herein before limited to the ſaid *J. B.* for the Term of his natural Life, or to the ſaid *M.* for her Life for her Jointure, To the Uſe and Intent that the ſaid Dame *E. B.* and her Aſſigns, ſhall and may yearly and every Year, during the Term of her natural Life, have, receive, and take out of the ſaid laſt mentioned Manors, *&c.* the yearly Rent or Sum of 300 *l.* freed, diſcharged, and clear of all Taxes, Aſſeſſments, Impoſitions and Payments, taxed or impoſed, or to be taxed or impoſed upon the ſame Manors, Hereditaments and Premiſſes, or any of them, or upon the ſaid yearly Rent of 300 *l.* or any Part thereof, or upon the ſaid Dame *E. B.* or her Aſſigns, for, or in reſpect thereof, payable and to be paid, at or in, *&c.* in or upon the two moſt uſual Feaſts or Days of Payment in the Year, (that is to ſay) the Feaſts of, *&c.* by even and equal Payments; the firſt Payment thereof to begin and be made on the Feaſt-day of, *&c.* And to this further Uſe and Intent, That if the ſaid yearly Rent or Sum of 300 *l.* or any Part thereof ſhall be behind and unpaid by the Space of one and twenty Days next over or after any

A Clauſe of Diſtreſs for the 300 *l.* *per Annum* Rent.

of the ſaid Feaſts or Days of Payment, whereon the ſame ought to be paid, as aforeſaid; then and ſo often it ſhall and may be lawful to and for the ſaid Dame *E. B.* and her Aſſigns, into and upon the ſaid laſt mentioned Manors, Hereditaments and Premiſſes, or into and upon any Part thereof to enter and diſtrain, and the Diſtreſs and Diſtreſſes, then and there found to take, lead, drive, carry away, and impound, and in Pound to detain and keep, until ſhe or they ſhall be of the ſaid yearly Rent or Sum of 300 *l.* and all Arrearages thereof (if any ſhall then be) together with the Charges of ſuch Diſtreſs and Detaining fully paid and ſatisfied: Provided always, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that in caſe the ſaid yearly Rent or Sum of 300 *l.* or any Part thereof, ſhall happen to be behind and unpaid by the Space of 50 Days next, over or after any of the ſaid Feaſts or Days of Payment, whereon the ſame ought to be paid, as aforeſaid, being lawfully demanded, then and ſo often it ſhall and may be lawful to and for the ſaid Dame *E. B.* and her Aſſigns, into and upon the ſaid laſt mentioned Manors, Hereditaments and Premiſſes, or into or upon any Part or Parcel thereof, in the Name of the whole, to enter, and the ſame to have, hold and enjoy, and to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit, until ſhe or they ſhall thereby or therewith be fully ſatisfied and paid, all the Arrearages of the ſaid yearly Rent, or yearly Sum of 300 *l.* and all Loſs and Damages, which ſhe or they ſhall be put unto or ſuſtain by Reaſon of the Non-payment thereof at the Days and Times in that Behalf before mentioned; And as for and concerning the ſaid laſt mentioned Manors,

&c. with their and every of their Appurtenances ſo charged and chargeable with, and ſubject and liable to the Payment of the ſaid yearly Rent or yearly Sum of 300 *l.* in Manner aforeſaid; And as for and concerning all thoſe the aforeſaid Demeaſne Lands, Meſſuages, Hereditaments and Premiſſes in, &c. aforeſaid, limited in Jointure to the ſaid *M.* immediately from and after the Determination of the reſpective Eſtates thereof herein before limited and declared, and as the ſame ſhall reſpectively end and determine, To the Uſe and Behoof of the ſaid *J.* Lord *C.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte, and from and after the Deceaſe of the ſaid *J.* Lord *C.* To the Uſe and behoof of the ſaid Lady *E. B.* for and during the Term of her natural Life, and from and after the Deceaſe of the ſaid *J.* Lord *C.* and the Lady *E.* To the Uſe and Behoof of the ſaid *J. B.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte, and from and after the Determination of that Eſtate, To the Uſe and Behoof of the ſaid *A. J.* and *W. B.* and their Heirs and Aſſigns, during the natural Life of the ſaid *J. B.* upon Truſt to preſerve and ſupport the contingent Uſes and Eſtates herein after limited, of and in the ſame Manors, Hereditaments and Premiſſes from being defeated and barred, and for that Purpoſe to make Entries, and bring Actions as the Caſe ſhall require; Yet nevertheleſs to permit and ſuffer the ſaid *J. B.* and his Aſſigns, to receive and take the Rents, Iſſues and Profits thereof, for and during the Term of his natural Life, and from and after the Deceaſe of the ſaid *J. B.* To the Uſe and Behoof of the firſt Son of the Body of the ſaid *J. B.* on the Body of the ſaid *M.* lawfully to be begot-

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ten, and the Heirs Males of the Body of ſuch firſt Son lawfully iſſuing. And for Default of ſuch Iſſue, To the Uſe and Behoof of the ſecond Son of the Body of the ſaid *J. B.* on the Body of the ſaid *M.* lawfully to be begotten, and the Heirs Males of the Body of ſuch ſecond Son lawfully iſſuing, and for Default of ſuch Iſſue, To the Uſe and Behoof of the 3d, 4th, 5th, 6th, 7th, and all and every other the Son and Sons of the Body of the ſaid *J. B.* on the Body of the ſaid *M.* lawfully to be begotten, ſeverally and ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age, and Priority of Birth, and the ſeveral and reſpective Heirs Males of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing, the elder of ſuch Son and Sons, and the Heirs Male of his Body iſſuing to be always preferred, and to take before the younger of ſuch Sons, and the Heirs Male of his and their Bodies: And for Default of ſuch Iſſue, and in Caſe the ſaid *M.* ſhall happen to be enſeint of a Child or Children by him the ſaid *J. B.* at the Time of his Deceaſe, To the Uſe and Behoof of the ſaid *M.* until ſhe ſhall be delivered of ſuch Child or Children, or die, which ſhall firſt happen; and if ſuch after-born Child or Children ſhall happen to be a Son or Sons, then To the Uſe and Behoof of all and every ſuch after-born Son and Sons, ſeverally and ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age, and Priority of Birth, and the ſeveral and reſpective Heirs Males of the Body and Bodies of all and every ſuch after-born Son and Sons lawfully iſſuing, the Elder of ſuch after born Son and Sons, and the Heirs Males of his Body iſſuing, being always preferred, and to taken before

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the Younger of ſuch after-born Son and Sons, and the Heirs Males of his and their Bodies iſſuing; And for Default of ſuch Iſſue, **To the Uſe** and Behoof of the Heirs Males of the Body of the ſaid *J.* Lord *C.* begotten or to be begotten; And for Default of ſuch Iſſue, **To the Uſe** and Behoof of the Heirs and Aſſigns of the ſaid *J.* Lord *C.* for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever; And as for, touching and concerning the ſaid Term of 500 Years limited to the ſaid Sir *R. C.* and Sir *S. L.* their, *&c.* as aforeſaid: It is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That the ſaid Term is ſo limited to them as aforeſaid upon the Truſts, and to and for the Intents and Purpoſes, and with and under the Proviſoes and Agreements herein after expreſſed and declared (that is to ſay) that in caſe there ſhall be no Iſſue Male of the Body of the ſaid *J. B.* on the Body of the ſaid *M.* to be begotten, or there being ſuch Iſſue Male, all of them ſhall happen to die without Iſſue, before any of them ſhall attain unto the Age of one and twenty Years, and there ſhall happen to be one or more Daughter or Daughters of the Body of the ſaid *J. B.* on the Body of the ſaid *M.* his intended Wife, begotten at the Time of ſuch Failure of Iſſue Male of their Bodies, as aforeſaid, or at any Time after, then upon Truſt that the ſaid Sir *R. C.* and Sir *S. L.* and the Survivor of them, and his, *&c.* ſhall and do, when and as ſoon as the ſaid Truſtees ſhall be in the actual Poſſeſſion of the ſaid Premiſſes ſo limited to them for the ſame Term, by Vertue of the Limitations aforeſaid by Mortgage of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes ſo limited to them for the ſaid Term of 500 Years, as aforeſaid, or of a competent

Names, Quantities, Qualities, Number of Manors, Meſſuages, and Acres, and other Deſcriptions, as ſhall be thought fit, all and every the aforeſaid Manors, Meſſuages, Lands, Tenements, and Hereditaments and Premiſſes, againſt the ſaid Sir *R. C.* and Sir *S. L.* or the Survivor of them, or the Heirs of ſuch Survivor, to which ſaid Writ or Writs, the ſaid Sir *R. C.* and Sir *S. L.* or the Survivor of them, or the Heirs of ſuch Survivor, ſhall appear *gratis*, and enter into the Warranty, and vouch to Warranty, the ſaid *J. B.* who ſhall likewiſe appear *gratis*, and enter into the Warranty, and vouch over to Warranty, the ſaid *J.* Lord *C.* who ſhall likewiſe appear *gratis*, and enter into the Warranty, and vouch over to Warranty, the common Vouchee of the ſame Court, who ſhall alſo appear, and enter *gratis* into the Warranty, and imparle, and after Imparlance ſhall make Default, and depart in Contempt of the Court, ſo as Judgment may be thereupon had and given for the ſaid *A. J.* and *W. B.* to recover the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, intended to be comprized in the ſaid Recovery or Recoveries againſt the ſaid Sir *R. C.* and Sir *S. L.* or the Survivor of them, or the Heirs of ſuch Survivor, and for the ſaid Sir *R. C.* and Sir *S. L.* or the Survivor of them, or the Heirs of ſuch Survivor, to recover over in Value againſt the ſaid *J. B.* and for the ſaid *J. B.* to recover over in Value againſt the ſaid *J.* Lord *C.* and for the ſaid *J.* Lord *C.* to recover over in Value againſt the ſaid Common Vouchee, and that Executions may be thereupon awarded accordingly, and all and every Act and Thing may be done and executed, needful for the ſuffering and perfecting one or more Common Recovery or Recoveries

veries of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, with Vouchers, as aforeſaid, according to the Courſe of Common Recoveries in ſuch Caſe had: And it is hereby declared, concluded, and fully agreed, by and between all the ſaid Parties to theſe Preſents, That after the ſaid Recovery or Recoveries ſo as aforeſaid, or in any other Manner, or at any other Time or Times, had or ſuffered, or to be had or ſuffered, and from and after the Suffering and Perfecting of the ſaid Recovery or Recoveries, the ſaid Fine and Fines, and all and every other Fine and Fines, Recovery and Recoveries, Conveyances and Aſſurances in the Law whatſoever, heretofore had, made, or executed, or hereafter to be had, made, or executed, of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they, or any of them, are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, conſtrued, deemed and taken, and ſo are and were meant and intended to be and enure, and the Recoverer and Recoverers in the ſaid Recovery or Recoveries, named and to be named, and his and their Heirs, ſhall ſtand and be ſeiſed of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, comprized, or intended to be comprized, in ſuch Recovery and Recoveries, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and with and under ſuch Proviſoes, Limitations, and Agreements, as are herein after expreſſed and declared of and concerning the ſame, (that is to ſay) To the Uſe and Behoof of the ſaid *J.* Lord *C.* his Heirs and Aſſigns, until the ſaid intended Marriage ſhall take Effect: And from and after

The Uſes of the Recovery declared, &c.

after the Solemnization of the ſaid intended Marriage, then as for and concerning certain [*here name the Parcels,*] their and every of their Appurtenances, To the Uſe and Behoof of the ſaid *J.* Lord *C.* for and during the joint Lives of him the ſaid *J.* Lord *C.* and the ſaid *J. B.* without Impeachment of Waſte: And from and after the Determination of that Eſtate, To the Uſe and Behoof of the Lady *E.* for and during the joint Lives of her, the ſaid Lady *E.* and the ſaid *J. B.* and from and after the Determination of that Eſtate, To the Uſe and Behoof of the ſaid *J. B.* for and during the Term of his natural Life, without Impeachment of Waſte: And as for and concerning all that the Manor of, [*here name the Particulars,*] with their and every of their Appurtenances, To the Uſe and Behoof of the ſaid *J. B.* for and during the Term of his natural Life, without Impeachment, of or for any Manner of Waſte; and from and after the Determination of that Eſtate, To the Uſe and Behoof of the ſaid *A. J.* and *W. R.* their Heirs and Aſſigns, during the Life of the ſaid *J. B.* upon Truſt to preſerve and ſupport the contingent Uſes and Eſtates herein after limited, from being defeated or barred; And for that Purpoſe to make Entries, and bring Actions, as the Caſe ſhall require, yet nevertheleſs to permit and ſuffer the ſaid *J. B.* and his Aſſigns, to receive and take the Rents, Iſſues, and Profits thereof, during the Term of his natural Life, and from and after the Deceaſe of the ſaid *J. B.* then as for and concerning the ſaid third Part of, *&c.* aforeſaid, with their and every of their Appurtenances, To the Uſe and Behoof of the ſaid *J.* Lord *C.* for and during the joint Lives of him, the ſaid *J.* Lord *C.* and the ſaid *M.* And from and after the Determination of that Eſtate, To the Uſe and Behoof of the

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ſaid Lady *E.* for and during the Joint Lives of her the ſaid Lady *E.* and the ſaid *M.* And as for and concerning the ſaid Manors of, *&c.* with their and every of their Appurtenances, from and immediately after the Deceaſe of the ſaid *J. B.* **To the Uſe** and Behoof of the ſaid *M.* the intended Wife of the ſaid *J. B.* for and during the Term of her natural Life, for her Jointure, and in Lieu, Bar, and Satisfaction of her Dower and Thirds at the Common Law, which ſhe ſhall or may have or claim into or out of all or any the Manors, Lands, Tenements and Hereditaments, whereof or wherein the ſaid *J. B.* is or ſhall be ſeized of any Eſtate of Freehold and Inheritance during the Coverture between them; And as for and concerning the ſaid Manors, Hereditaments, and Premiſſes herein before limited to the Uſe of the ſaid *J. B.* for the Term of his natural Life, from and immediately after the Determination of the reſpective Eſtates thereof herein before limited, and as the ſame ſhall reſpectively end and determine, **To the Uſe** and Behoof of the firſt Son of the Body of the ſaid *J. B.* on the Body of the ſaid *M.* lawfully to be begotten, and the Heirs Males of ſuch firſt Son lawfully iſſuing: And for Default of ſuch Iſſue, **To the Uſe** and Behoof of the ſecond Son of the Body of the ſaid *J. B.* on the Body of the ſaid *M.* lawfully to be begotten, and the Heirs Males of ſuch ſecond Son lawfully iſſuing; And for Default of ſuch Iſſue, **To the Uſe** and Behoof of the third, fourth, fifth, ſixth, ſeventh, and all and every other the Son and Sons of the ſaid *J. B.* on the Body of the ſaid *M.* lawfully to be begotten ſeverally and ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age, and Priority of Birth, and the

ſeveral and reſpective Heirs Males of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing, the elder of ſuch Son and Sons, and the Heirs Male of his Body iſſuing, being alway preferred, and to take before the younger of ſuch Son and Sons, and the Heirs Male of his and their Bodies iſſuing; And for Default of ſuch Iſſue, and in caſe the ſaid *M.* ſhall happen to be enſeint of a Child or Children by the ſaid *J. B.* at the Time of his Deceaſe, then as for and concerning the, *&c.* with their and every of their Appurtenances, from and after the Determination of the Eſtates thereof before limited, To the Uſe of the ſaid *M.* until ſhe ſhall be delivered of ſuch Child or Children, or die, which ſhall firſt happen: And if ſuch after-born Child or Children ſhall happen to be a Son or Sons, then To the Uſe and Behoof of all and every ſuch after-born Son and Sons, ſeverally, ſucceſſively, and in Remainder one after another, as they, and every of them, ſhall be in Seniority of Age, and Priority of Birth, and the ſeveral and reſpective Heirs Males of the Body and Bodies of all and every ſuch after born Son and Sons lawfully iſſuing, the Elder of ſuch after-born Son and Sons, and the Heirs Males of his Body iſſuing, being always preferred, and to take before the Younger of ſuch after-born Son and Sons, and the Heirs Males of his and their Bodies iſſuing: And for Default of ſuch Iſſue, as for and concerning all the ſaid Manors, Hereditaments, and Premiſſes before limited, to the Uſe of the ſaid *J. B.* for the Term of his natural Life (other than and except the ſaid Land and Premiſſes in, *&c.* aforeſaid,) To the Uſe and Behoof of the ſaid Sir *R. C.* and Sir *S. L.* for and during the full Time and Term of 500 Years from thence next enſuing, fully to be compleat and ended, without Impeachment

ment of Waſte upon ſuch Truſts, and for ſuch Intents and Purpoſes; and with and under ſuch Proviſoes and Agreements as are herein after expreſſed and declared, of and concerning the ſame; And from and after the Determination of the ſaid Term of 500 Years, To the Uſe and Behoof of the ſaid *J.* Lord *C.* and the Heirs Males of his Body lawfully begotten, or to be begotten, and for Default of ſuch Iſſue, To the Uſe and Behoof of the Heirs and Aſſigns of the ſaid *J.* Lord *C.* for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever: And as for and concerning the ſaid Manor of, *&c.* with their and every of their Appurtenances, and all and every other the Premiſſes not herein before limited to the ſaid *J. B.* for the Term of his natural Life, or to the ſaid *M.* for her Life for her Jointure, To the Uſe and Intent that the ſaid Dame *E. B.* and her Aſſigns, ſhall and may yearly and every Year, during the Term of her natural Life, have, receive, and take out of the ſaid laſt mentioned Manors, *&c.* the yearly Rent or Sum of 300 *l.* freed, diſcharged, and clear of all Taxes, Aſſeſſments, Impoſitions and Payments, taxed or impoſed, or to be taxed or impoſed upon the ſame Manors, Hereditaments and Premiſſes, or any of them, or upon the ſaid yearly Rent of 300 *l.* or any Part thereof, or upon the ſaid Dame *E. B.* or her Aſſigns, for, or in reſpect thereof, payable and to be paid, at or in, *&c.* in or upon the two moſt uſual Feaſts or Days of Payment in the Year, (that is to ſay) the Feaſts of, *&c.* by even and equal Payments; the firſt Payment thereof to begin and be made on the Feaſt-day of, *&c.* And to this further Uſe and Intent, That if the ſaid yearly Rent or Sum of 300 *l.* or any Part thereof ſhall be behind and unpaid by the Space of one and twenty Days next over or after any

A Clauſe of Diſtreſs for the 300 *l. per Annum* Rent.

of the ſaid Feaſts or Days of Payment, whereon the ſame ought to be paid, as aforeſaid; then and ſo often it ſhall and may be lawful to and for the ſaid Dame *E. B.* and her Aſſigns, into and upon the ſaid laſt mentioned Manors, Hereditaments and Premiſſes, or into and upon any Part thereof to enter and diſtrain, and the Diſtreſs and Diſtreſſes, then and there found to take, lead, drive, carry away, and impound, and in Pound to detain and keep, until ſhe or they ſhall be of the ſaid yearly Rent or Sum of 300 *l.* and all Arrearages thereof (if any ſhall then be) together with the Charges of ſuch Diſtreſs and Detaining fully paid and ſatisfied: Provided always, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that in caſe the ſaid yearly Rent or Sum of 300 *l.* or any Part thereof, ſhall happen to be behind and unpaid by the Space of 50 Days next, over or after any of the ſaid Feaſts or Days of Payment, whereon the ſame ought to be paid, as aforeſaid, being lawfully demanded, then and ſo often it ſhall and may be lawful to and for the ſaid Dame *E. B.* and her Aſſigns, into and upon the ſaid laſt mentioned Manors, Hereditaments and Premiſſes, or into or upon any Part or Parcel thereof, in the Name of the whole, to enter, and the ſame to have, hold and enjoy, and to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit, until ſhe or they ſhall thereby or therewith be fully ſatisfied and paid, all the Arrearages of the ſaid yearly Rent, or yearly Sum of 300 *l.* and all Loſs and Damages, which ſhe or they ſhall be put unto or ſuſtain by Reaſon of the Non-payment thereof at the Days and Times in that Behalf before mentioned; And as for and concerning the ſaid laſt mentioned Manors,

&c. with their and every of their Appurtenances ſo charged and chargeable with, and ſubject and liable to the Payment of the ſaid yearly Rent or yearly Sum of 300 *l.* in Manner aforeſaid; And as for and concerning all thoſe the aforeſaid Demeaſne Lands, Meſſuages, Hereditaments and Premiſſes in, *&c.* aforeſaid, limited in Jointure to the ſaid *M.* immediately from and after the Determination of the reſpective Eſtates thereof herein before limited and declared, and as the ſame ſhall reſpectively end and determine, To the Uſe and Behoof of the ſaid *J.* Lord *C.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte, and from and after the Deceaſe of the ſaid *J.* Lord *C.* To the Uſe and behoof of the ſaid Lady *E. B.* for and during the Term of her natural Life, and from and after the Deceaſe of the ſaid *J.* Lord *C.* and the Lady *E.* To the Uſe and Behoof of the ſaid *J. B.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte, and from and after the Determination of that Eſtate, To the Uſe and Behoof of the ſaid *A. J.* and *W. B.* and their Heirs and Aſſigns, during the natural Life of the ſaid *J. B.* upon Truſt to preſerve and ſupport the contingent Uſes and Eſtates hereinafter limited, of and in the ſame Manors, Hereditaments and Premiſſes from being defeated and barred, and for that Purpoſe to make Entries, and bring Actions as the Caſe ſhall require; Yet nevertheleſs to permit and ſuffer the ſaid *J. B.* and his Aſſigns, to receive and take the Rents, Iſſues and Profits thereof, for and during the Term of his natural Life, and from and after the Deceaſe of the ſaid *J. B.* To the Uſe and Behoof of the firſt Son of the Body of the ſaid *J. B.* on the Body of the ſaid *M.* lawfully to be begotten,

ten, and the Heirs Males of the Body of ſuch firſt Son lawfully iſſuing. And for Default of ſuch Iſſue, To the Uſe and Behoof of the ſecond Son of the Body of the ſaid *J. B.* on the Body of the ſaid *M.* lawfully to be begotten, and the Heirs Males of the Body of ſuch ſecond Son lawfully iſſuing, and for Default of ſuch Iſſue, To the Uſe and Behoof of the 3d, 4th, 5th, 6th, 7th, and all and every other the Son and Sons of the Body of the ſaid *J. B.* on the Body of the ſaid *M.* lawfully to be begotten, ſeverally and ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age, and Priority of Birth, and the ſeveral and reſpective Heirs Males of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing, the elder of ſuch Son and Sons, and the Heirs Male of his Body iſſuing to be always preferred, and to take before the younger of ſuch Sons, and the Heirs Male of his and their Bodies: And for Default of ſuch Iſſue, and in Caſe the ſaid *M.* ſhall happen to be enſeint of a Child or Children by him the ſaid *J. B.* at the Time of his Deceaſe, To the Uſe and Behoof of the ſaid *M.* until ſhe ſhall be delivered of ſuch Child or Children, or die, which ſhall firſt happen; and if ſuch after-born Child or Children ſhall happen to be a Son or Sons, then To the Uſe and Behoof of all and every ſuch after-born Son and Sons, ſeverally and ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age, and Priority of Birth, and the ſeveral and reſpective Heirs Males of the Body and Bodies of all and every ſuch after-born Son and Sons lawfully iſſuing, the Elder of ſuch after born Son and Sons, and the Heirs Males of his Body iſſuing, being always preferred, and to taken before

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the Younger of ſuch after-born Son and Sons, and the Heirs Males of his and their Bodies iſſuing; And for Default of ſuch Iſſue, To the Uſe and Behoof of the Heirs Males of the Body of the ſaid *J.* Lord *C.* begotten or to be begotten; And for Default of ſuch Iſſue, To the Uſe and Behoof of the Heirs and Aſſigns of the ſaid *J.* Lord *C.* for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever; And as for, touching and concerning the ſaid Term of 500 Years limited to the ſaid Sir *R. C.* and Sir *S. L.* their, *&c.* as aforeſaid: It is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That the ſaid Term is ſo limited to them as aforeſaid upon the Truſts, and to and for the Intents and Purpoſes, and with and under the Proviſoes and Agreements herein after expreſſed and declared (that is to ſay) that in caſe there ſhall be no Iſſue Male of the Body of the ſaid *J. B.* on the Body of the ſaid *M.* to be begotten, or there being ſuch Iſſue Male, all of them ſhall happen to die without Iſſue, before any of them ſhall attain unto the Age of one and twenty Years, and there ſhall happen to be one or more Daughter or Daughters of the Body of the ſaid *J. B.* on the Body of the ſaid *M.* his intended Wife, begotten at the Time of ſuch Failure of Iſſue Male of their Bodies, as aforeſaid, or at any Time after, then upon Truſt that the ſaid Sir *R. C.* and Sir *S. L.* and the Survivor of them, and his, *&c.* ſhall and do, when and as ſoon as the ſaid Truſtees ſhall be in the actual Poſſeſſion of the ſaid Premiſſes ſo limited to them for the ſame Term, by Vertue of the Limitations aforeſaid by Mortgage of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes ſo limited to them for the ſaid Term of 500 Years, as aforeſaid, or of a competent

petent Part thereof, and by and with the Rents Iſſues and Profits thereof, in the mean Time, and until ſuch Mortgage raiſe and levy ſuch Sum and Sums of Money for the Portions of all and every ſuch Daughter and Daughters as are hereinafter mentioned and expreſſed, (that is to ſay) if there ſhall be but one ſuch Daughter, then the Sum of 6000 *l.* of lawful Money of *England*, for the Portion of ſuch only Daughter, to be paid when ſhe ſhall attain the Age of eighteen Years; and if two or more ſuch Daughters, then the like Sum of 6000 *l.* for the Portion of ſuch Daughters, to be paid unto and equally divided amongſt all and every ſuch Daughters reſpectively, when they ſhall reſpectively attain their ſeveral Ages of 18 Years, Share and Share alike; ſo always, That in Caſe any of the ſaid Daughters ſhall happen to die before her or their Portions ſhall become payable, as aforeſaid, then the Portion or Portions of her or them ſo dying, ſhall go and be paid unto, and be equally divided amongſt the Survivors and Survivor of ſuch Daughters, when the Original Portion or Portions of ſuch ſurviving Daughter or Daughters ſhall become payable, as aforeſaid: And ſo alſo, That in Caſe all the ſaid Daughters ſhall happen to die before they or any of their ſaid Portions ſhall become payable, as aforeſaid, then the ſaid Sum of 6000 *l.* before limited or appointed to be raiſed for Daughters Portions, as aforeſaid, or ſo much thereof as ſhall be then raiſed, ſhall be paid unto ſuch Perſon and Perſons to whom the next and immediate Reverſion or Remainder of the ſame Premiſſes expectant upon the ſaid Term of 500 Years ſhall for the Time being belong or appertain; and then alſo the ſaid Sum of 6000 *l.* or ſo much thereof as ſhall not be then raiſed,

ſhall

ſhall not be raiſed, but ſhall ceaſe for the Benefit of the ſame Perſon or Perſons in Reverſion or Remainder, as aforeſaid; And upon this further Truſt, that they the ſaid Sir *R. C.* and Sir *S. L.* or the Survivor of them and his, *&c.* by and out of the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments ſo limited to them for the ſaid Term of 500 Years as aforeſaid in the mean Time and until, from and after ſuch Time as ſuch Daughter or Daughters, or any of them ſhall attain the Age of 18 Years, and until the ſaid Portion or Portions of the ſaid Daughter or Daughters ſhall become payable, raiſed, levied and paid, as aforeſaid, ſhall raiſe, levy and pay, ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch Daughter and Daughters, as is hereafter mentioned (that is to ſay) if there ſhall be but one ſuch Daughter, then the Sum of 200 *l. per Annum*, for ſuch the Maintenance of ſuch only Daughter, and if two or more the like Sum of 200 *l. per Annum* to be equally divided between them for their reſpective Maintenance: **Provided always**, That the ſaid Sir *R. C.* and Sir *S. L.* or the Survivor of them, or his Executors, Adminiſtrators or Aſſigns ſhall not Mortgage all or any Part of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, ſo limited to them for the ſaid Term of 500 Years, as aforeſaid until ſome one of the ſaid Portions become payable by Vertue of theſe Preſents: **Provided alſo**, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That in Caſe there ſhall be no Daughter or Daughters of the Body of the ſaid *J. B.* on the Body of the ſaid *M.* begotten at the Time of ſuch Failure of Iſſue Male, as aforeſaid, or at any Time after, or there being ſuch Daughter or

Daughters

Daughters, all of them ſhall happen to die before their, or any of their ſaid Portions ſhall become payable by Vertue of theſe Preſents, or in caſe the ſaid Sum and Sums of Money before limited and appointed to be raiſed for Daughters Portions, as aforeſaid, and alſo ſuch Maintenance in the mean Time, and until the ſaid Portions ſhall be actually raiſed, as aforeſaid, ſhall be by the ſaid Sir *R. C.* and Sir *S. L.* or the Survivor of them, or his, *&c.* raiſed and levied by the Ways and Means in that Behalf before-mentioned, then, and in any of the ſaid Caſes the ſaid Term of 500 Years, of, and inſomuch of the ſaid Premiſſes ſo limited for the ſame Term as ſhall not be diſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe and determine, for the Benefit of the Perſon and Perſons who ſhall by Vertue of the Limitations aforeſaid be next in Reverſion or Remainder thereof: **Provided always**, That in caſe the ſaid *J. B.* ſhall in his Life-time give unto ſuch Daughter or Daughters, any Portion or Portions, or ſhall leave ſuch Daughter or Daughters, any Lands or Tenements, Goods or Chattels at the Time of his Deceaſe, then the Portion or Portions, ſo by him given or left, and the Value of the Lands, Tenements, Goods and Chattels ſo to be by him to them or any of them left as aforeſaid, ſhall be taken and accounted as Part of the Portion or Portions hereby for them provided, unleſs he ſhall declare the contrary thereof by any Writing or Writings, or by his Laſt Will and Teſtament in Writing, ſuch Will or Writing to be ſigned, publiſhed and declared in the Preſence of three or more credible Witneſſes, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding: **Provided alſo**, That it ſhall and may be lawful to and for the ſaid *J.* Lord *C.* the Lady *E.* his Wife, and

the ſaid *J. B.* and *M.* his intended Wife reſpectively, when they ſhall reſpectively be in Poſſeſſion of the Manors, Meſſuages, Lands, Tenements and Hereditaments, or any Part thereof limited to them reſpectively for the Term of their reſpective Lives, by Vertue of the Limitations before-mentioned, by Indenture under their reſpective Hands and Seals, to leaſe all or any Part of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, ſo as upon every ſuch Leaſe ſo to be made as aforeſaid, there be reſerved the moſt and beſt yearly Rent that can be reaſonably had or obtained for the ſame without taking any Sum or Sums of Money, or any other Thing by Way of Fine or Income for or in reſpect of any ſuch Leaſe or Leaſes; And ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte, and ſo as there be contained in every ſuch Leaſe ſo to be made, as aforeſaid, Clauſes of Re-entry for Non-payment of their Rent or Rents to be thereby reſerved, and ſo as the reſpective Leſſee or Leſſees to whom ſuch Leaſes ſhall be made, ſeal and execute Counterparts of ſuch Leaſe and Leaſes: And the ſaid *J.* Lord *C.* for himſelf, his *&c.* doth covenant and grant to and with the ſaid Sir *R. C.* and Sir *S. L.* their, *&c.* by theſe Preſents, in Manner and Form following (that is to ſay) That they the ſaid *J.* Lord *C.* and the Lady *E.* his Wife, and *J. B.* ſome, or one of them, for, and notwithſtanding any Act, Matter or Thing whatſoever done, committed, or willingly ſuffered, by them or any of them, or any of their Anceſtors to the contrary, are and ſtand, or is and ſtandeth, lawfully, rightfully and abſolutely ſeized of all and every

every the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, of a good, ſure, perfect, abſolute and indefeazable Eſtate of Inheritance in Fee-ſimple or Fee-tail, without any Truſt, Limitation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever to alter, change, charge, revoke, make void, leſſen, incumber, or determine the ſame: And that they the ſaid *J.* Lord *C.* and the Lady *E.* his Wife, Dame *E. B.* and *J. B.* ſome or one of them, for and notwithſtanding any ſuch Act, Matter, or Thing, as aforeſaid, have or hath at the Time of the Enſealing and Delivery of theſe Preſents, in them, ſome or one of them, good Right, full Power, and lawful and abſolute Authority to convey and ſettle the ſaid Manors, Meſſuages, Lands, Tenements and Heteditaments, in Manner and Form aforeſaid, according to the true Intent and Meaning of theſe Preſents; And further, That the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments, and all and ſingular other the Premiſſes, ſhall or lawfully may from Time to Time and at all Times from and after the Suffering and Perfecting of the ſaid Recovery or Recoveries, remain, continue, and be to and for the ſeveral Uſes, Intents and Purpoſes upon the Truſts, and under and ſubject to the Proviſoes and Agreements herein before expreſſed, limited and declared, concerning the ſame, and ſhall and may peaceably and quietly be held and enjoyed accordingly, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of, or by them the ſaid *J.* Lord *C.* and the Lady *E.* his Wife, Dame *E. B.* and *J. B.* their, or any of their Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments and

Power to convey.

and Premiſſes, or any of them, or any Part or Parcel thereof, from, by or under them or any of them, their, or any of their Anceſtors: and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved harmleſs, and kept indempnified by him the ſaid *J.* Lord *C.* his Heirs and Aſſigns, of, from and againſt all and all Manner of former, and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills and Entails, Statutes, Recognizances, Judgments, Extents, Executions, Rents-Charge, Rents-Seck, Arrears of Rent, Forfeitures and Re-entries, Cauſe and Cauſes of Forfeiture and Re-entry, Debts, Duties, Decrees, Sequeſtrations, and of, from, and againſt all and ſingular other Eſtates, Titles, Charges and Incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by them the ſaid *J.* Lord *C.* and the Lady *E.* his Wife, Dame *E. B.* and *J. B.* or any of them, their, or any of their Heirs, *&c.* or any other Perſon or Perſons whatſoever, lawfully claiming, or that ſhall or may lawfully claim any Eſtate, Right, Title, Truſt, or Intereſt, of, into, or out of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, or any of them, or any Part thereof, or from, by, or under him, her, them, or any of them, his, her, their, or any of their Act, Means, Aſſent, Conſent, Default, Privity or Procurement: And moreover, That they the ſaid *J.* Lord *C.* and the Lady *E.* his Wife, Dame *E. B.* and *J. B.* and all and every other Perſon and Perſons having or lawfully claiming, or that ſhall or may have or lawfully claim, any Eſtate, Right, Title, Truſt or Intereſt, either

in Law or Equity, of, into, or out of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof, from, by, or under, or in Truſt for them or any of them, their, or any of their Anceſtors, ſhall and will from Time to Time, and at all Times hereafter, during the Space of ſeven Years next enſuing the Date hereof, upon every reaſonable Requeſt of the ſaid Sir *R. C.* and Sir *S. L.* or the Survivor of them, or his, *&c.* but at the proper Coſts and Charges in the Law of the ſaid *J.* Lord *C.* or his Heirs, further do make, acknowledge, levy, ſuffer and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Device and Devices, Aſſurances and Conveyances in the Law whatſoever, for the further, better, and more perfect and abſolute aſſuring and conveying ſurely, ſure-making, ratifying and confirming the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments, and other the Premiſſes to and for the ſeveral and reſpective Uſes, Intents and Purpoſes, and upon the Truſts, and with and under the Proviſoes and Agreements herein before expreſſed, limited and declared, as by the ſaid Sir *R. C.* and Sir *S. L.* and the Survivor of them, and his Executors or Adminiſtrators, or by their or any of their Counſel learned in the Law, ſhall be reaſonably adviſed, or deviſed and required, be it by Fine, Feoffment, Recovery, or otherwiſe howſoever, ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenants, than are in theſe Preſents contained, and ſo as the Party or Parties, who ſhall be deſired to make or do ſuch further Acts or Aſſurances, for the Making or Doing

Doing thereof, be not compelled or compellable to go or travel any further than the Space of ſeven Miles from the Place of their reſpective Abodes: And laſtly, That the ſaid Manors, Hereditaments and Premiſſes herein before limited in Jointure, To the Uſe of the ſaid *M.* for her Life, now are of the clear yearly Value of 1000 *l.* of lawful Money of *England*, over and above all Charges and Reprizes, publick Taxes excepted: Provided always, And it is hereby declared, That it ſhall and may be lawful to and for the ſaid *J.* Lord *C.* and *J. B.* and the Survivor of them and his Heirs, by any Writing under his or their Hands and Seals, atteſted by three or more credible Witneſſes, to grant, bargain, ſell and convey the Fee and Inheritance of all thoſe two Water-Corn Mills, and one Wire with the Appurtenances in the ſeveral Pariſhes of, *&c.* or one of them, to any Perſon or Perſons, and their Heirs for the Sum of to be paid before the Sealing thereof into the Hands of the ſaid Sir *R. C.* and Sir *S. L.* or the Survivor of them, or, *&c.* And it is hereby declared, That the Monies ſo to be paid into the Hands of the ſaid Sir *R. C.* and Sir *S. L.* or the Survivor of them, his, *&c.* ſhall be laid out in the Purchaſe of Lands, Tenements or Hereditaments to be approved of by the ſaid *J.* Lord *C. J. B.* and *M. L.* or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, which ſaid Lands ſo to be purchaſed, ſhall within convenient Time after the Purchaſe thereof be ſettled and conveyed to and for ſuch and the like Uſes, Truſts and Eſtates as are herein before declared of and concerning the ſaid two Water-Mill and Wire, the Charges of ſuch Purchaſe and Settlements to be deducted out of the Monies ſo to be paid to the ſaid Sir *R. C.* and Sir *S. L.* or the Survivor of them, his

The Jointure of the clear yearly Value of 1000*l.*

Executors or Administrators, as aforesaid, This Indenture, or any Thing herein contained, to the contrary thereof in any wise notwithstanding.

In Witness, &c.

Memorandum.

IT is agreed before the Sealing and Delivery of the within written Indenture, That it shall be lawful for the within named *J.* Lord *C.* and *J. B.* respectively, when they shall respectively be in the actual Possession of the Premisses within limited to them respectively for the Term of their respective Lives from Time to Time, during their respective Lives, to let such Part of the Premisses, as have been accustomed to be let, at Old Rents upon Fines to any Person or Persons for any Number of Years, not exceeding 99, determinable upon the Death of one, two or three Persons, reserving the usual Rents, to be made payable during the said Term, or a just Proportion thereof, according to the Value of the Premisses so to be demised, so as such Lease or Leases be not made dispunishable of Waste, and so as the Lessee or Lessees of such Lease or Leases, execute Counterparts thereof, with usual Covenants, and then Sealed and Delivered in the Presence of, &c.

Sir E. T.'s and his Son's Settlement.

THis Indenture, *Quadripartite*, made, *&c.* Between Sir *E. T.* Kt. and *C. T.* of the firſt Part, *T. J.* of, *&c.* and *G. T.* of, *&c.* Gent. of the ſecond Part, Sir *J. M.* of, *&c.* Kt. and *F. G.* of, *&c.* Eſq; of the third Part, and *T. V.* of, *&c.* Gent. of the fourth Part, Witneſſeth, That for the barring of all Eſtates-tail, and Remainders and Reverſions thereupon expectant, of, and in the Manors, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned, and for ſettling, conveying, and aſſuring the ſame, to and for the ſeveral Uſes upon the Truſts, and with and under the Proviſoes and Limitations herein after contained, of and concerning the ſame, and for and in Conſideration of the Sum of five Shillings a-piece to the ſaid Sir *E. T.* and *C. T.* in hand paid by the ſaid *T. J.* and *G. T.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged: And for divers other good Cauſes and Conſiderations them the ſaid Sir *E. T.* and *C. T.* thereunto eſpecially moving, they the ſaid Sir *E. T.* and *C. T.* have and each of them hath granted, bargained, ſold, aliened, releaſed and confirmed: And by theſe Preſents do, and each of them doth grant, bargain, ſell, releaſe and confirm unto the ſaid *T. J.* and *G. T.* their, *&c.* All that the Manor or Lordſhips of, *&c.* All which ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes are now already in the actual Poſſeſſion of the ſaid *T. J* and *G. T.* by Vertue of a Bargain and Sale to them thereof made by the ſaid Sir *E. T.* and *C. T.*

Conſideration.

Grant.

for the Term of one whole Year, commencing from the Feaſt of, *&c.* laſt paſt before the Date of theſe Preſents, in and by one Indenture bearing Date the Day next before the Date hereof, and made, or, *&c.* between the ſaid Sir *E. T.* and *C. T.* of the one Part, and the ſaid *T. J.* and *G. T.* of the other Part; And by Force of the Statute for transferring of Uſes into Poſſeſſion made and provided, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes; And all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever both in Law and Equity, of them the ſaid Sir *E. T.* and *C. T.* or either of them, of, into, or out of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, *&c.* or any of them, or any Part thereof: **To have and to hold** the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes unto the ſaid *T. J.* and *G. T.* their Heirs and Aſſigns for ever, **To the Uſe** and Behoof of the ſaid *T. J.* and *G. T.* and of their Heirs and Aſſigns: And for the Conſiderations aforeſaid, They the ſaid Sir *E. T.* and *C. T.* for themſelves, and for their ſeveral and reſpective Heirs, *&c.* do, and each of them doth covenant, promiſe, grant and agree to and with the ſaid *T. J.* and *G. T.* their Heirs and Aſſigns, and to and with every of them, by theſe Preſents, That they the ſaid Sir *E. T.* and *C. T.* ſhall and will on this Side, and before the End of this preſent *Mich.* Term, acknowledge and levy before his Majeſty's Juſtices of the Court of *Common Pleas* at *Weſtminſter*, one or more Fine or Fines *Sur Cognizance de droit come ceo*, &c. whereupon Proclamations ſhall or may be had accordingly to the Form of the Statute

A Covenant to levy a Fine.

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in that caſe made and provided of all the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments mentioned to be hereby granted and releaſed unto the ſaid *T. J.* and *G. T.* and their Heirs, or the Heirs of one of them by ſuch apt and convenient Name and Name, Quantities, Qualities, Number of Manors, Meſſuages and Acres of Land, Qualities, Species, and other Deſcriptions to aſcertain the ſame as ſhall be thought meet and convenient, which ſaid Fine and Fines, and all and every other Fine and Fines, Conveyances, *&c.* in the Law whatſoever already had, made, or levied, or hereafter to be had, *&c.* af the ſaid Manors, Meſſuages, Lands, Tennements and Hereditaments, or any of them, or by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and enure, and are hereby declared to be and enure, **To the Uſe** and Behoof of the ſaid *T. J.* and *G. T.* their Heirs and Aſſigns for ever, To the Intent and Purpoſe nevertheleſs, That one or more Common Recovery or Recoveries may be thereof had and ſuffered in ſuch Manner as hereinafter is expreſſed, for which Purpoſe it is hereby covenanted, declared and agreed, by and between all the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid *T. V.* at the Coſts and Charges of the ſaid Sir *E. T.* on this Side and before the End of *Hillary*-Term next enſuing the Date of theſe Preſents, to ſue forth and proſecute out of the High Court of *Chancery*, one or more Writ or Writs of Entry, *Sur diſſeizin in le poſt*, returnable and to be returned before the Juſtices of the Court of *Common Pleas* at *Weſtminſter*, at ſome Return-day of this preſent *Mich.* Term, thereby demanding by ſuch apt and convenient Names, Quantities,

Note, This Covenant to levy a Fine, a Fine was inſerted, for that it was the Eſſoin-day of the laſt Return of the Term before this Deed was executed; ſo that the Writ of Entry would have been returnable before the Tenant to the *Precipe* made, if it had not been made by Fine.

A Covenant to ſuffer a Common Recovery.

ties, &c. Acres, and other Deſcriptions as ſhall be thought fit, All and every the Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes mentioned to be hereby granted and releaſed againſt the ſaid *T. J.* and *G. T.* or the Survivor of them, or the Heirs of ſuch Survivor, To which ſaid Writ or Writs, the ſaid *T. J.* and *G. T.* or the Survivor of them, or the Heirs of ſuch Survivor ſhall appear *Gratis*, and enter into the Warranty, and vouch to Warranty, the ſaid Sir *E. T.* who ſhall alſo appear *Gratis*, and enter into the Warranty, and vouch over to Warranty, the ſaid *E. T.* who ſhall likewiſe appear *Gratis*, and enter into the Warranty, and vouch over to Warranty, the Common Vouchee of the ſame Court, who ſhall alſo appear and enter *Gratis* into the Warranty and imparle, and after Imparlance ſhall make Default and depart in Contempt of the Court, ſo as Judgment may be thereupon had and given for the ſaid *T. V.* to recover the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, &c. intended to be comprized in the ſaid Recovery or Recoveries againſt the ſaid *T. J.* and *G. T.* or the Survivor of them, and the Heirs of ſuch Survivor, and for the ſaid *T. J.* and *G. T.* or the Survivor of them or the Heirs of ſuch Survivor, to recover in Value againſt the ſaid Sir *E. T.* and for the ſaid Sir *E. T.* to recover in Value againſt the ſaid *C. T.* and for the ſaid *C. D.* to recover in Value againſt the ſaid Common Vouchee and that Execution may be thereupon awarded accordingly, and all and every other Act and Thing may be done and executed, needful for the ſuffering one or more Recovery or Recoveries of the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with Vouchers, as aforeſaid, according to the Courſe of Common Recoveries

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in ſuch Caſe had: And it is hereby declared, concluded, and fully agreed by and between all the ſaid Parties to theſe Preſents, That after the ſaid Recovery or Recoveries, ſo, as aforeſaid, or in any other Manner, or at any other Time or Times had or ſuffered, or to be had or ſuffered: As alſo all and every other Recovery and Recoveries, Conveyances, and Aſſurances in the Law, whatſoever, heretofore had, made, or executed, or hereafter to be had, made, or executed, of the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, to be comprized in the ſaid Recovery or Recoveries, or any of them, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them, are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, and taken, and ſo are and were meant and intended to be and enure, and the Recoverer and Recoverers in the ſaid Recovery or Recoveries named, and to be named, and his and their Heirs ſhall ſtand and be ſeized of the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, intended to be comprized in the ſaid Recovery and Recoveries, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and with and under ſuch Proviſoes, Limitations, and Agreements, as are herein after expreſſed and declared, (that is to ſay,) As for and concerning all that the ſaid Manor or Lordſhip of, *&c.* [*here name the Particulars*] any of them adjacent in the ſaid Counties of, *&c.* with their and every of their Appurtenances: To the Uſe and Behoof of the ſaid Sir *E. T.* his Heirs and Aſſigns for ever: And as for and concerning the Manors and Lordſhips of, *&c.* To the Uſe and Behoof of the ſaid Sir *E. T.* for and during the

The Uſes of the Fine declared.

the Term of his natural Life, without Impeachment of or for any Manner of Waſte: And from and after the Deceaſe of the ſaid Sir *E. T.* **To the Uſe** and Behoof of the ſaid *C. T.* for and during his natural Life: **And** as for and concerning the, *&c.* **To the Uſe** and Behoof of the ſaid *C. T.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte: And as to all the Manors and Premiſſes herein before limited, **To the Uſe** of the ſaid *C. T.* from and after the Determination of the reſpective Eſtates thereof to him reſpectively limited, as aforeſaid, **To the Uſe** and Behoof of Sir *J. M.* and *F. G.* and their Heirs and Aſſigns, for and during the natural Life of the ſaid *C. T.* upon Truſt, and to the Intent to ſupport and preſerve the contingent Uſes and Eſtates herein after limited, from being defeated or deſtroyed, and for that Purpoſe to make Entries, and bring Actions as the Caſe ſhall require; but nevertheleſs to permit and ſuffer the ſaid *C. T.* and his Aſſigns, to receive and take the Rents, Iſſues, and Profits to the ſaid Manors, Meſſuages, Lands, Tenements, and Hereditaments, ſo limited to him, as aforſaid, to and for his and their own Uſe and Benefit, from Time to Time, during his natural Life; and from and after the Deceaſe of the ſaid *C. T.* then **To the Uſe** and Behoof of the firſt Son of the Body of the ſaid *C. T.* lawfully begotten, or to be begotten, and the Heirs Males of the Body of ſuch firſt Son lawfully iſſuing, and for Default of ſuch Iſſue, then **To the Uſe** and Behoof of the ſecond Son of the Body of the ſaid *C. T.* lawfully begotten, or to be begotten, and the Heirs Males of the Body of ſuch ſecond Son lawfully iſſuing: And for Default of ſuch Iſſue, **To the Uſe** and Behoof of the third, fourth, fifth, ſixth, and ſeventh, and all and every

every other the Son and Sons of the ſaid *C. T.* lawfully begotten, or to be begotten ſeverally, ſucceſſively, and in Remainder, one after another, as they and every of them ſhall be in Seniority of Age, and Priority of Birth, and the ſeveral and reſpective Heirs Males of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing, the elder of the ſaid Sons, and the Heirs Males of his Body iſſuing, to be preferred, and take before the Younger of the ſaid Sons, and the Heirs Males of his and their Bodies iſſuing; And for Default of ſuch Iſſue, and if the now Wife of the ſaid *C. T.* or any other Wife he ſhall hereafter marry, ſhall happen to be enſeint of a Child or Children by him the ſaid *C. T.* at the Time of his Deceaſe, To the Uſe and Behoof of the ſaid Sir *J. M.* and *F. G.* and their Heirs, until ſuch Wife ſhall be delivered of ſuch Child or Children, or die, which ſhall firſt happen: And if ſuch after-born Child or Children ſhall happen to be a Son and Sons; then To the Uſe and Behoof of all and every ſuch after born Son and Sons ſeverally and ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age, and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body of all and every ſuch after-born Son and Sons lawfully iſſuing, the Elder of ſuch after-born Sons, and the Heirs Males of his Body iſſuing, being always preferred, and to take before the Younger of ſuch Son and Sons, and the Heirs Males of his and their Bodies iſſuing: And for Default of ſuch Iſſue, then To the Uſe and Behoof of the ſaid Sir *E. T.* and the Heirs Males of his Body lawfully begotten or to be begotten: And for Default of ſuch Iſſue, To the Uſe and Behoof of the ſaid Sir *E. T.* and his Heirs and Aſſigns for ever:

Provided

Provided always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid *C. T.* with the Conſent of the ſaid Sir *E. T.* during his Life, and after his Deceaſe, with the Conſent of the Executors or Adminiſtrators of the ſaid Sir *E. T.* in Writing, firſt had and obtained, by any Writing or Writings to be ſealed and executed by him in the Preſence of three or more credible Witneſſes, or by his Laſt Will or Teſtament in Writing, or any Writing, purporting ſuch Will to be ſigned, ſealed, and publiſhed by him in the Preſence of the like Number of Witneſſes, to charge all or any of the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, in the County of *Norfolk*, with any Sum or Sums of Money, not exceeding in the whole the Sum of 5000 *l.* to be paid to ſuch Perſon or Perſons, and in ſuch Manner and Form as he, the ſaid *C. T.* ſhall by ſuch Writing or Will direct or appoint, to the Intent that the ſaid *C. T.* may be enabled to provide for Daughters of younger Sons, in caſe he ſhall have any, or to pay ſuch Debts as he hath contracted, or may hereafter contract any Thing herein contained to the contrary thereof, in any wiſe notwithſtanding: **Provided alſo**, and it is hereby further declared and agreed by and between all and every the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid Sir *E. T.* during his Life, in caſe he, the ſaid Sir *E. T.* ſhall happen to marry from Time to Time, to limit and appoint all or any Part of the ſaid Manors or Lordſhips of, *&c.* with the Appurtenances, or any Part thereof, unto or to the Uſes of ſuch Woman or Women reſpectively, for the reſpective Lives of ſuch Woman or Women, which he ſhall ſo happen

pen to marry, as aforeſaid, either before or after Marriages, for her or their Jointure or Jointures, any Thing herein contained to the contrary thereof in any wife notwithſtanding: **Provided** A Proviſo, **alſo**, That it ſhall and may be lawful to and for &c. the ſaid *C. T.* during his Life, in caſe he the ſaid *C. T.* ſhall happen to marry any other Woman or Women from Time to Time, when he ſhall be actually ſeized in Poſſeſſion of the ſaid Premiſſes, ſo as aforeſaid limited to him for the Term of his natural Life, to limit or appoint any Part of the ſaid Premiſſes (ſo as the ſame do not exceed the yearly Value of 1000 *l.*) unto or to the Uſe of ſuch Woman or Women reſpectively, for the reſpective Life or Lives of ſuch Woman or Women, which he ſhall ſo happen to marry, for her or their Jointure or Jointures, either before or after Marriage, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding; ſo as if ſuch Marriage ſhall happen to be during the Life-time of the ſaid Sir *E. T.* the ſame be with the Good-liking and Conſent of the ſaid Sir *E. T.* **Provided alſo**, and it is hereby A Proviſo, further declared and agreed by and between all &c. the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid Sir *E. T.* and *C. T.* reſpectively from Time to Time, and at all Times during their reſpective Lives, as they ſhall reſpectively be in the actual Poſſeſſion of the Manors, Meſſuages, Lands, Tenements and Hereditaments, to them reſpectively limited, which now are, or within the Space of 20 Years laſt paſt before the Date hereof, have uſually letten by Indenture under their reſpective Hands and Seals to leaſe the ſame, or any Part or Parts thereof, to any Perſon or Perſons, for any Term of Years, not exceeding one and twenty Years, in Poſſeſſion, ſo as upon every ſuch Leaſe to be made, there

there be reſerved and made payable, during the Continuance of ſuch Leaſe, ſo much Rent as is now reſerved upon the ſame, or more, or a juſt Proportion of ſuch Rent, according to the Value of the ſame Premiſſes ſo to be leaſed, and ſo as ſuch Leaſe or Leaſes be not made diſpuniſhable of Waſte: And the ſaid Sir *E. T.* for himſelf, his, *&c.* doth covenant, promiſe and grant and agree, to and with the ſaid *C. T.* and his Heirs and Aſſigns, and every of them by theſe Preſents, in Manner and Form following (that is to ſay) That the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments, and all and ſingular other the Premiſſes ſhall or lawfully may, from Time to Time, and at all Times hereafter remain, continue, and be to and for the ſeveral and reſpective Uſes, Intents and Purpoſes, upon the Truſts, and under and ſubject to the Proviſoes and Agreements herein before expreſſed, limited and declared concerning the ſame, and ſhall and may be peaceably and quietly held and enjoyed accordingly, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by him the ſaid Sir *E. T.* or his Heirs, or of or by any other Perſon or Perſons lawfully claiming the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof: And that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved harmleſs and kept indempnified by them the ſaid Sir *E. T.* his, *&c.* of, from and againſt all and all Manner of former or other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Entails, Statutes, Recognizances, Judgments, Extents, Executions, Rents Charge, Rents-Seck, Ar-

A Covenant for quiet Enjoyment.

rears of Rent, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeiture and Re-entry, Debts, Duties, Decrees, Sequeſtrations; and from and againſt all and ſingular Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by him the ſaid Sir *E. T.* or any other Perſon or Perſons whatſoever lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, into, or out of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes mentioned to be hereby granted and releaſed, or any of them, or any Part thereof, from, by, or under him, them, or any of them, his, their, or any of their Act, Means, Aſſent, Conſent, Default, Privity or Procurement, other than and except ſuch Leaſes not exceeding one and twenty Years, as have been made, and ſuch Eſtates and Leaſes as ſhall be made of the Premiſſes, according to the Powers hereby reſerved to him the ſaid Sir *E. T.* And the ſaid Sir *E. T.* and *C. T.* each of them for himſelf ſeveral and not jointly, and for their ſeveral and reſpective, *&c.* do, and each of them doth covenant, promiſe and grant to and with the ſaid Sir *J. M.* and *F. G.* their Heirs and Aſſigns by theſe Preſents, That they the ſaid Sir *E. T.* and *C. T.* and their Heirs, and all and every other Perſon and Perſons, having or lawfully claiming, or that ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, into, or out of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, from, by, or under, or in Truſt for them or any of them, other than and except ſuch Perſons whoſe Eſtates are

A Covenant for further Aſſurance.

are herein before excepted, shall and will from Time to Time, and at all Times hereafter during the Term of seven Years next ensuing the Date thereof, upon the reasonable Request of the said Sir *J. M.* and *F. G.* their Heirs and Assigns, but at the proper Costs and Charges of the said Sir *E. T.* and *C. T.* or their Heirs, make, do, acknowledge, levy, suffer and execute, or cause to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Device and Devices, Assurances and Conveyances in the Law whatsoever, for the further, better, more perfect and absolute Assuring, Surety, Sure-making, Conveying, Ratifying and Confirming the said Manors, Messuages, Lands, Tenements, Hereditaments and Premisses, to and for the several and respective Uses, Intents and Purposes, and upon the Trust, and with and under the Provisoes, Powers and Agreements herein before expressed, limited and declared, of and concerning the same, as by the said Sir *J. M.* and *F. G.* their Heirs and Assigns, or by their or any of their Counsel Learned in the Law, shall be reasonably advised or devised and required, be it by Fine, Feoffment, Recovery, or otherwise howsoever, so as such further Assurances contain in them no further or other Covenants or Warranty, than against such Person or Persons who shall be so required to make the same, and his and their respective Heirs and Assigns, Acts and Deeds: And so as the Party or Parties, who shall be required to make or do such further Acts or Assurance for the Making or Doing thereof, be not compelled to go or travel further than the Cities of *London* and *Westminster*, or one of them.

In Witness, &c.

The

The Duke and Dutcheſs of R.'s *Settlement of their Eſtates for Payment of certain Debts.*

THis Indenture, *Tripartite*, made, *&c.* Between the Right Noble *C. D.* of *L.* of the firſt Part, the Right Honourable *F. L. B.* Son and Heir apparent of the Right Honourable *R. E.* of *C.* and *T. D.* of, *&c.* Eſq; of the ſecond Part; and *E. R.* of, *&c.* Eſq; of the third Part; Whereas the Governours, Stewards and Brethren of the Fellowſhip of *Hoſt-men* of the Town of *Newcaſtle* upon *Tyne*, by Writing ſealed with the Common Seal of the Mayor and Burgeſſes of the ſaid Town of *Newcaſtle* upon *Tyne*, bearing Date, *&c.* Did for them and their Succeſſors, give and grant unto the ſaid late Queen, her Heirs and Succeſſors for ever, for each and every, for ſuch and ſo many Chaldrons of Sea-Coals, Stone-Coals, and Pit-Coals, of the Water-Meaſure of *Newcaſtle* upon *Tyne* aforeſaid, as at any Time or Times then after ſhould be ſold, ſhipped, carried, or vended by any Perſon or Perſons whatſoever, forth or out of the Haven or River of *Tyne* belonging to the aforeſaid Town of *Newcaſtle* to be ſpent within the Realm of *England*, and not tranſported beyond the Seas, the ſeveral Sums of twelve Pence of lawful Money of *England* to be paid by the ſaid Governors, Stewards and Brethren, and their Succeſſors unto the ſaid late Queen, her Heirs and Succeſſors, before any Ship or other Veſſel wherein any ſuch Coals ſhould at any Time or Times then after be cleared or diſcharged forth of the Cuſtom-houſe of the ſaid late Queen at *New-*

caſtle aforeſaid (Coals ſold and carried from the ſaid Port of *Newcaſtle* to *Hartlepool* to be employed and ſpent in and about ſuch Salt-Pans as then were in *Hartlepool* aforeſaid, appertaining to the Lord *L.* his Heirs and Aſſigns, or any of the Burgeſſes of the ſaid Town of *Newcaſtle* only excepted). And whereas his late Majeſty King *Charles* the Second, by Letters Patents under the Great Seal of *England*, bearing Date, *&c.* did grant unto Sir *T. C.* Knight, his Heirs and Aſſigns for ever, one Annuity or yearly Penſion of 500 *l.* to commence and be paid from the Feaſt of, *&c.* which was in the twelfth Year of his ſaid late Majeſty's Reign, and to be had, received, perceived, and taken by the ſaid Sir *T. C.* his Heirs and Aſſigns for ever, out of the Rents, Iſſues, Profits and Sums of Money reſerved, ariſing or accruing, or to become due and payable unto his ſaid late Majeſty, his Heirs, *&c.* out of the ſaid Duties and Premiſſes by half-yearly Payments: And whereas his ſaid late Majeſty by Indenture bearing Date, *&c.* for the Conſiderations therein expreſſed, did demiſe, grant, and to farm let, unto *E.* Viſcounteſs *M.* the Sum of 4 *l.* being one third Part of the ſaid ſeveral Sums of 12 *l.* due or payable, or to be due or payable unto his ſaid late Majeſty, his Heirs and Succeſſors, for or in reſpect of the aforeſaid Grant made unto the ſaid late Queen, for each and every, and for ſuch and ſo many Chaldrons of Sea-Coals, Stone-Coals, or Pit-Coals of the Water-meaſure of *Newcaſtle* upon *Tyne*, aforeſaid, as at any Time or Times from and after the Commencement of the ſaid laſt recited Indenture, during the Term of Years therein after mentioned ſhould be ſold, ſhipped, carried or vended by any Perſon or Perſons whatſoever, forth or out of the River or Haven of *Tyne* belonging to the aforeſaid

ſaid Town of *Newcaſtle*, to be ſpent within the Realm, and not tranſported beyond the Seas, the ſaid Sum of 4*d.* Part of the ſaid ſeveral Sums of 12*d.* of lawful Money of *England* to be paid by the ſaid Governors, *&c.* of the Town of *Newcaſtle* upon *Tyne*, and Succeſſors, before any Ship or other Veſſel, wherein any ſuch Coals ſhould be taken at any Time or Times, then after during the Term of Years thereby granted, be cleared or diſcharged forth of the Cuſtom-houſe of the ſaid Town of *Newcaſtle*, (except as in the ſaid firſt recited Indenture is excepted) **To have and to hold** the ſaid Sum of four Pence, Part of the ſaid ſeveral Sums of twelve Pence due and payable, or to be due and payable as aforeſaid (except before excepted) unto the ſaid *E.* Viſcounteſs *M.* her, *&c.* from the End, Expiration, or other ſooner Determination of a Term of 30 Years, formerly granted by his ſaid late Majeſty, of the ſaid Duty of 12*d. per* Chaldron to the Right Honourable *J.* late Viſcount *M.* Sir *T. P.* Baronet, and Sir *J. W.* Baronet, in and by one Indenture bearing Date the, *&c.* for and during the Term of 31 Years, and fully to be compleat and ended, which ſaid Term of 30 Years, granted to the ſaid late Viſcount *M.* Sir *T. P.* and Sir *J. W.* expired at the Feaſt of the Birth of our Lord Chriſt 1690, which Leaſe ſo made to the ſaid Viſcounteſs *M.* was at and under the yearly Rent of 612*l.* 17*s.* 6*d.* And **whereas** the ſaid late King *Charles* the Second, by his Letters Patents under the Great Seal of *England*, bearing Date, *&c.* reciting in Effect as is herein before recited, for the Conſiderations therein mentioned amongſt other Things, did give and grant unto the ſaid *C.* Duke of *R.* and *L.* all thoſe the aforeſaid ſeveral Sums of twelve Pence for each and every, and for ſuch

and ſo many Chaldrons of Sea-Coals, Stone-Coals and Pit-Coals of the Water-meaſure of *Newcaſtle* upon *Tyne*, which at any Time then after ſhould be ſold, ſhipped, carried or vended by any Perſon or Perſons whatſoever, forth or out of the River or Haven of *Tyne*, belonging to the aforeſaid Town of *Newcaſtle*, to be ſpent in the Kingdom of *England*, and not tranſported beyond the Seas (except as before is mentioned to be excepted); And alſo the ſaid yearly Rent or Sum of 612 *l.* 17 *s.* 6 *d.* which was then after to be due and payable to his ſaid late Majeſty, his Heirs and Succeſſors, by Vertue of the ſaid Demiſe made to the ſaid *E.* Viſcounteſs *M.* And the Reverſion and Reverſions, Remainder and Remainders of the ſaid Duty of twelve Pence *per* Chaldron; And all other Rents, Sums of Money yearly, and other Profits reſerved or payable upon any other Demiſe and Grant made of the ſaid Duty of 12 *d.* *per* Chaldron, or any Part thereof to any Perſon or Perſons whatſoever, or otherwiſe ariſing or payable for or in Reſpect of the ſaid Duty, or any Part or Parts thereof, To have, hold, and enjoy the ſaid Duty or Sum of 12 *d.* due and payable as aforeſaid, and the Reverſion and Reverſions thereof, and the ſaid yearly Rent or Sum of 612 *l.* 17 *s.* 6 *d.* and all other the Premiſſes amongſt other Things unto the ſaid *C.* Duke of *R.* and *L.* and the Heirs of his Body begotten or to be begotten to the proper Uſe and Behoof of him the ſaid *C.* Duke of *R.* and *L.* and the Heirs of his Body lawfully begotten or to be begotten, ſubject nevertheleſs and liable unto, and charged and chargeable with the Payment of the ſaid yearly Sum of 500 *l.* to the ſaid Sir *T. C.* his Heirs and Aſſigns, according to the Purpoſe and Intent of the ſaid Letters Patents or Grant to him thereof made, as aforeſaid, at

and

and under the yearly Rent of 1 *l.* 6 *s.* 8 *d.* as in and by the ſaid recited Indentures and Letters Patents more fully and at large doth and may appear: **And whereas** the ſaid Premiſſes ſo granted to the ſaid Duke, or ſome of them, ſtand or did ſtand charged and chargeable with the Payment of a certain Sum of Money unto *N. H.* of, *&c.* By Vertue of which the ſaid *N.* hath collected and received ſeveral Sums of Money on Account of the ſaid Duty for which no Account hath hitherto been ſtated: **Now this Indenture witneſſeth,** That in Purſuance of an Agreement in this Behalf had, proceeding and relating to the Inter-marriage of the ſaid Duke with the Right Noble *A.* Dutcheſs of *R.* and *L.* his Wife, and for ſecuring ſuch Monies as are owing to the ſaid *N. H.* in caſe it ſhall be found upon viewing his Accounts, That there are any ſuch, and for the ſatisfying and paying the other Debts owing by the ſaid Duke, as are hereafter mentioned and expreſſed, and for and in Conſideration of the Sum of 5 *s.* of lawful, *&c.* to the ſaid Duke in Hand paid by the ſaid *F.* Lord *B.* and *T. D.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, He the ſaid *C.* Duke of *R.* and *L.* hath bargained, ſold, granted and leaſed, and by theſe Preſents doth bargain, ſell grant, and leaſe unto the ſaid *F.* Ld. *B.* and *T. D.* their, *&c.* All and every the Duties, Sums of Money, yearly Rents, and other the ſaid Premiſſes herein before mentioned, to be granted unto the ſaid Duke, as aforeſaid, and the Reverſion and Reverſions, Remainder and Remainders thereof, and of every Part and Parcel thereof, To have, hold, receive, perceive and enjoy all and every the ſaid Duties, Sums of Money, Rents and other the Premiſſes mentioned to be hereby granted unto

The Grant.

Habend.

the ſaid *F.* Lord *B.* and *T. D.* their, *&c.* from henceforth for and during the full Time and Term and unto the full End and Term of 99 Years fully to be compleat and ended, if the ſaid Duke ſhall ſo long live; **And this Indenture further witneſſeth**, That for the Conſiderations aforeſaid, he the ſaid Duke **hath** granted, aſſigned and transferred, And by theſe Preſents doth grant, aſſign, and transfer unto the ſaid *F.* Lord *B.* and *T. D.* their, *&c.* All and every the Arrears of the ſaid Duty, Rent, and other the Premiſſes; And all the Benefit thereof, together with full Power and Authority to the ſaid *F.* Lord *B.* and *T. D.* their, *&c.* in the Name of the ſaid Duke to ſue for, recover and levy, and to ask, demand and receive, all the ſaid Arrears to and for their own Uſe and Benefit for ever upon Truſt nevertheleſs, and to and for the Uſes, Intents and Purpoſes herein after expreſſed and declared: And it is hereby declared by and between all the ſaid Parties to theſe Preſents, That the Grant, Bargain, Sale and Aſſignment hereby made, were and are ſo made upon Truſt, That they the ſaid *F.* Lord *B.* and *T. D.* their, *&c.* do and ſhall from Time to Time, and at all Times hereafter during the joint Lives of the ſaid Duke and Dutcheſs, by and out of the Premiſſes hereby granted and aſſigned as aforeſaid, pay or cauſe to be paid the yearly Sum of, *&c.* at the four moſt uſual Feaſts, *&c.* by even and equal Portions, for ſuch Uſes, Intents and Purpoſes as the ſaid Dutcheſs notwithſtanding her Coverture ſhall by any Writing under her Hand to be by her ſigned in the Preſence of two or more Witneſſes direct or appoint, to the Intent that the ſame yearly Sum may be diſpoſed of and laid out for and towards the Defraying of all the Expences and Charges of Houſe-keeping, Rent of the Houſe where the ſaid Duke and Dutcheſs

To pay the yearly Sum of, *&c.*

Dutchess shall for the Time being dwell, and the Wages and Liveries of the Servants of the said Duke and Dutchess, and for keeping and providing of Horses, Coaches, and other Incidents necessary to the Support of their Family, the first Payment of the said yearly Sum of to begin and to be made on the Feast of, &c. next ensuing the Date of these Presents; And it is hereby declared by all the said Parties to these Presents, That the true Intent and Meaning of them, and of these Presents, is, that the same yearly Sum of or any Part thereof, shall not be liable or subject to the Controul, Intermeddling, Debts, Forfeitures or Engagements of the said Duke; And it is hereby further declared and agreed by and between all the said Parties to these Presents, that all the Rest and Residue of Rents, Arrears and Premisses hereby granted and assigned over and above the said yearly Sum of shall be employed and disposed of in Manner following; That is to say, as to one Moiety to and for the Use of the said Duke for his own private and personal Expences, and the other Moiety thereof to be applied for and towards the Satisfaction of the Monies due unto the said *N. H.* as aforesaid, if any such there be, and for and towards the Satisfying, Paying and Discharging of such other Debts as the said Duke contracted, or shall hereafter contract, as the said Duke, *F.* Lord *B.* and *T. D.* or any two of them, whereof the said Duke to be one, shall by Note or Notes under their Hands, or under the Hands of any two of them as aforesaid, direct or appoint; And if, after the said Monies owing unto the said *N. H.* as aforesaid (if there be any such Owing) and the said other Debts shall be fully satisfied and paid, there shall remain any Overplus of the said last

mentioned Moiety, the ſame to go and be paid unto the ſaid Duke, his Executors and Adminiſtrators; Provided and it is hereby further declared that in Caſe the ſaid Dutcheſs ſhall happen to die in the Life-time of the ſaid Duke, then ſo much of the Premiſſes, as was payable by her Directions, as aforeſaid, ſhall not be diſpoſed of for the Purpoſes aforeſaid; And alſo all other the ſaid Premiſſes hereby granted and aſſigned (other than and except the ſaid laſt-mentioned Moiety) ſhall go and be paid unto the ſaid Duke, his Executors and Adminiſtrators: Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, That the ſaid *F.* Lord *B.* and *T. D.* their Executors, Adminiſtrators and Aſſigns, or any of them ſhall not be anſwerable or chargeable for any more Monies that ſhall actually come into their Hands, or into the Hands of either of them by Vertue of theſe Preſents, or the Truſts hereby in them repoſed, nor the one of them for the other of them, nor for the Receipts, Diſburſements, Acts or Defaults of the other of them, but each alone for him and her ſelf: And that it ſhall and may be lawful to and for the ſaid *F.* Lord *B.* and *T. D.* their, *&c.* by and out of the Premiſſes in the firſt Place to retain or reimburſe to themſelves all and every the Coſts, Charges, and Expences which they or any of them ſhall lay out or ſuſtain by Reaſon of the Management and Execution of the Truſt herein declared, or any Thing relating thereunto, and to be aſcertained by the Oaths of him or them who ſhall lay out or expend the ſame. And the ſaid Duke for himſelf, his, *&c.* doth covenant and grant to and with the ſaid *F.* Lord *B. T. D.* their, *&c.* by theſe Preſents in Manner following (that is to ſay) that he the

A Proviſo, *&c.*

ſaid

ſaid Duke hath not made, done committed or ſuffered any Act, Matter or Thing whatſoever, by Means whereof the ſaid Duty, Rent and Premiſſes, or any of them, or any Part thereof, are, can, ſhall or may be any Ways impeached or incumbred in Title, Charge, Eſtate or otherwiſe howſoever, other than and in Reſpect only of the Debt or Sum of Money owing to the ſaid *N. H.* or aforeſaid (if any ſuch there by); And alſo, That it ſhall and may be lawful to and for the ſaid *F.* Ld. *B.* and *T. D.* their, *&c.* during the Term hereby granted, or mentioned to be granted, to collect, receive and have the ſaid Duty, Rents and Premiſſes, and every Part thereof upon the Truſts, and to and for the Purpoſes aforeſaid, without the lawful Let, Suit, Trouble, Denial, Interruption or Hindrance of the ſaid *C.* Duke of *R.* and *L.* or any other Perſon whatſoever having or lawfully claiming, or that ſhall or may have or lawfully claim, any Eſtate, Right, Title, Truſt, or Intereſt in or to the Premiſſes in Law or Equity or any Part thereof, from, by, or under him (except before excepted); And alſo, That he the ſaid Duke, and all and every other Perſon or Perſons claiming or to claim any Right, Title, or Intereſt, in or to the Premiſſes either in Law or Equity, from, by, or under him (other than and except the ſaid *N. H.* for and in Reſpect only of his aforeſaid Intereſt) ſhall and will from Time to Time, and at all Times during the Term hereby granted upon the reaſonable Requeſt of the ſaid *F.* Lord *B.* and *T. D.* their, *&c.* further do, make and acknowledge, execute and ſuffer or cauſe and procure to be made, done, acknowledged, executed and ſuffered all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Device and Devices, Aſſurances and Conveyances in the Law

Covenants to make further Aſſurances.

Law whatſoever for the further, better, and more perfect Aſſuring and Conveying of the ſaid Duty, Rents and Premiſſes, and every Part and Parcel thereof unto them the ſaid *F.* Lord *B.* and *T. D.* their, *&c.* for and during all the Reſt and Reſidue which ſhall be then to come and unexpired of and in the ſaid Term of 99 Years, determinable as aforeſaid, upon the Truſts, and to and for the Uſes, Intents and Purpoſes herein before-mentioned, expreſſed and declared, as by the ſaid *F.* Lord *B.* and *T. D.* their, *&c.* or by their or any of their Counſel learned in the Law, ſhall be reaſonably adviſed or deviſed and required: **And moreover,** That he the ſaid *C.* Duke of *R.* and *L.* his, *&c.* ſhall and will ſave, defend, keep harmleſs, and indempnified them the ſaid *F.* Lord *B.* and *T. D.* their, *&c.* of and from all and all Manner of Suits, Troubles, Loſs, Charge or Expence, that ſhall or may happen or ariſe unto them, or any of them, for or by Reaſon of the Premiſſes, or the Truſt in them repoſed, or whatſoever they or any or either of them ſhall lawfully do or cauſe to be done in and about the Premiſſes; and the ſaid *F.* Lord *B.* and *T. D.* by and with the Conſent, Direction and Approbation of the ſaid Duke teſtified by his being a Party to, and Sealing and Delivery of theſe Preſents, repoſing a ſpecial Truſt and Confidence in the ſaid *E. R.* and being well ſatisfied of his Abilities and Capacities to ſerve the ſaid Duke in the Collecting the ſaid Rents, Duty and Premiſſes, have made, ordained, conſtituted, appointed, deputed and aſſigned, and by theſe Preſents do make, ordain, conſtitute, appoint, depute and aſſign the ſaid *E. R.* their Collector, Agent and Attorney for collecting, levying and receiving the ſaid Duty of 12 *d. per* Chaldron for the aforeſaid Coals, and all Rents, reſerved upon

Covenant to ſave the Truſtees harmleſs.

Duke and Truſtees conſtituted *E. R.* their Attorney to receive and collect the Duty, *&c.*

upon any Demiſe of the ſame, or any Part thereof, and all Profits thereby ariſing, and all the ſaid Arrears to and for the Uſes, Intents and Purpoſes aforeſaid; And alſo to place and diſplace any Perſon or Perſons, Officer or Officers now employed, or that ſhall hereafter be employed in or about the Premiſſes, with ſuch Salaries and Allowances as to the ſaid *E. R.* ſhall ſeem meet, with the Conſent and Approbation of the ſaid Duke, Lord *B. T. D.* or any two of them, the Duke being one, and further to execute all and every the Powers and Authorities to the ſaid Duke by the ſaid laſt recited Letters Patents granted during the Will and Pleaſure of the ſaid Duke, *F.* Lord *B.* and *T. D.* and no longer, ratifying and hereby confirming whatſoever the ſaid *E. R.* ſhall lawfully do or cauſe to be done in and about the Execution of the Premiſſes; And the ſaid *E. R.* is hereby deſired and authorized to be aiding and aſſiſting unto the ſaid *F.* Lord *B.* and *T. D.* in and about the Calling to account the Perſons formerly concerned in the Collecting the ſaid Duty, Rents and Premiſſes: Provided always, and it is hereby declared, meant and agreed by and between all the ſaid Parties to theſe Preſents, and the further Intent and Meaning of them and every of them, and of theſe Preſents, is, That the ſaid Duke by Writing under his Hand and Seal, teſtified by three or more credible Witneſſes, ſhall have Power, Liberty and Authority, and that it ſhall and may be lawful to and for the Duke, during his natural Life, by any Deed or Deeds, Writing or Writings, under his Hand and Seal, teſtified as aforeſaid, to revoke, alter, change, or make void this preſent Indenture and the Grant and Aſſignment thereby made, or all or any

A Power of Revocation.

any of the Truſts thereby created, and thereby or by any other Deed or Deeds, Writing or Writings to be executed by the ſaid Duke, and teſtified, as aforeſaid, to appoint, limit and declare any new Uſe or Uſes, Truſt or Truſts thereof, and of every Part thereof; And that then and from thenceforth the ſaid Uſe or Uſes, Truſt or Truſts ſo revoked, ſhall ceaſe and be void and determined, and the ſaid *F.* Lord *B.* and *T. D.* their, *&c.* ſhall ſtand and be poſſeſſed of the ſaid Duty, Rents and Premiſſes, or of ſuch Part thereof whereof the ſaid Revocation ſhall be had and made to and for ſuch Uſes, Truſts, Intents and Purpoſes, and with and under ſuch Proviſoes, Limitations and Agreement as the ſaid Duke ſhall by ſuch Deed or Deeds, Writing or Writings, direct, limit or appoint, ſo always as the ſaid Duke do and ſhall

Months before ſuch Revocation pay or cauſe to be paid unto the ſaid *F.* Lord *B.* and *T. D.* their, *&c.* the Sum of 5 *s.* and then alſo leave Notice in Writing with the ſaid *F.* Lord *B.* and *T. D.* or their Executors, Adminiſtrators or Aſſigns of his Intention to make ſuch Revocation.

In witneſs, &c.

This

THis Indenture, made, &c. between the moſt Noble *Charles* and *Anne* Duke and Dutcheſs of *R.* and *L. E. R.* of, &c. the Right Honourable *F.* Lord *B.* Son and Heir Apparent of the Right Honourable *R.* Earl of *C.* and *T. D.* of, &c. of the one Part; the moſt Noble *C.* Duke of, &c. the ſaid *R.* Earl of *C. G. B.* of, &c. and *W. R.* of, &c. of the other Part: Whereas the Governours, Stewards, and Brethren of the Fellowſhip of Hoſt-men of the Town of *Newcaſtle*, &c. as is recited in the Deed hereunto annexed. And whereas by Indenture, *Quadripartite*, bearing Date, &c. made, or, &c. between *J.* Lord *B.* and *H. B.* Grandſon and Heir Apparent of the ſaid *J.* Lord *B.* of the firſt Part, the ſaid *W. R.* of the ſecond Part, and the ſaid *C.* Duke of, &c. and *T. B.* of the third Part, *R.* Ld. Viſc. *D.* and *N. S.* of the fourth Part, and by other good Aſſurances in the Law thereupon had, purſuant to the Covenants for that Purpoſe contained in the ſame Indenture, they, the ſaid *J.* Lord *B.* and *H. B.* in Conſideration of the Marriage then had between the ſaid *H. B.* and the ſaid Dutcheſs (then *A. B.*) and for other Conſiderations therein mentioned, did convey, ſettle and aſſure, all that the Manor of, &c. with the Rights, Members, and Appurtenances thereof, in the County of, &c. and all that Capital Meſſuage, &c. To the Uſes, Intents, and Purpoſes, following, *viz.* As for and concerning the ſaid Houſe or Meſſuage in, &c. To the Uſe of the ſaid *H. B.* and the ſaid Dutcheſs (then *A. B.*) and the Survivor of them for and during

Conſideration.

Settlement.

during the Life of the ſaid *J.* Lord *B.* And as for and concerning all that the Manor or Lordſhip of, *&c.* with the Rights, Members, and Appurtenances thereof in the, *&c.* or either of them, in the County of, *&c.* and as for the ſaid Houſe in, *&c.* after the Death of the ſaid *J.* Ld. *B.* To the Uſe of the ſaid *H. B.* during his Life; and as for the ſaid Houſe and Lordſhip of, *&c.* and all other the ſaid Manors, Meſſuages, Rectories, Advowſons, Lands, Tenements, and Premiſſes in the ſaid ſeveral Counties of, *&c.* To the Uſe and Behoof of the ſaid *J.* Ld. *B.* for the Time of his Life, and after his Deceaſe, then To the Uſe of the ſaid *H. B.* for the Term of his Life, and after the Determination of that Eſtate, then To the Uſe of Truſtees therein named, and their Heirs, during the Life of the ſaid *J. B.* upon Truſt, to ſupport the contingent Remainders therein mentioned, And from and after the Deceaſe of the ſaid *J.* Lord *B.* and *H. B.* and of the longer Liver of them, then To the Uſe and Intent that the ſaid Dutcheſs (then *A. B.*) and her Aſſigns, from and after the Deceaſe of the ſaid *H. B.* ſhould and might yearly, and every Year, have, take, and receive forth and out of the ſaid Premiſſes, and every Part and Parcel thereof, the full and entire Rent of 1100 *l.* of lawful *Engliſh* Money, without any Deduction or Abatement for any Matter or Thing whatſoever, (Parliament-Taxes only excepted,) for and during the Term of her natural Life, until the ſaid Dutcheſs (then *A. B.*) ſhould by any other Husband have Iſſue Male, which by her Death would be actually entituled to the *Northamptonſhire* Eſtate, above-mentioned, ſettled upon the ſaid Dutcheſs, (then *A. B.*) and her Iſſue Male by the ſaid *H. B.* as aforeſaid; And from and after the ſaid Dutcheſs, (then *A. B.*) ſhould have Iſſue Male

The Uſes.

by any other Husband, which Iſſue Male ſhould or would be next and immediately intituled to the ſaid *Northamptonſhire* Eſtate upon the Death of the ſaid *A.* That then, and in ſuch Caſe, To the Uſe and Intent that the ſaid Dutcheſs (then *A. B.*) and her Aſſigns, ſhould and might from thence have, receive, perceive, and take, for and out of all and ſingular the ſaid Premiſſes yearly, and every Year, during the Term of her natural Life, the yearly Rent or Sum of 1000 *l.* of lawful *Engliſh* Money, and no more, without Deduction or Abatement for any Matter or Thing whatſoever, (except Parliament-Taxes,) the ſaid yearly Payments of 1100 *l.* and 1000 *l.* to be reſpectively paid, during the Continuance thereof, half-yearly, at the two uſual Feaſts of, *&c.* by equal Portions; the firſt Payment of the ſaid yearly Rent of 1100 *l.* to commence and be made upon ſuch of the ſaid Feaſts, which ſhould firſt happen, after the Deceaſe of the ſaid *H. B.* and the firſt Payment of the ſaid yearly Rent of 1000 *l.* to commence and be made upon ſuch of the ſaid Feaſt-Days which ſhould happen next after the ſaid Dutcheſs, (then *A. B.*) ſhould have Iſſue Male by any other Husband, than the ſaid *H. B.* which ſhould, as aforſaid, be entituled to the ſaid *Northamptonſhire* Eſtate: And to the End and Intent, That if the ſaid reſpective yearly Payments of 1100 *l.* or 1000 *l.* or any Part thereof, ſhould be behind or unpaid by the Space of thirty Days next after any of the ſaid Feaſts or Days of Payment, whereon the ſame ought to be paid, as aforeſaid, it ſhould and might be lawful to and for the ſaid *A. B.* and her Aſſigns, from Time to Time, and at all Times, into all and ſingular the ſaid Premiſſes, or into any Part thereof, to enter and diſtrain, and all and every Diſtreſs and Diſtreſſes there found to take, lead, drive, carry,

carry away and impound, and the ſame to detain and keep until the ſaid Dutcheſs (then *A.B.*) and her Aſſigns ſhould be ſatisfied of the ſaid reſpective Sum and Sums of 1100 *l.* or 1000 *l.* then due and payable, and all Arrears thereof, and all Damages, Expences, and Charges, which ſhe or they ſhould make, expend, or be put unto, for or in Reſpect of any Diſtreſs or Diſtreſſes, Suit or Suits, which ſhe or they ſhall make, ſuffer, or be put into, in Reference thereunto; And if the ſaid Sum of one Thouſand one Hundred Pounds, and one Thouſand Pounds, or any Part thereof, ſhould happen to be behind and unpaid by the Space of 40 Days next after any the ſaid Feaſts, or Days on which the ſame are limited, and ought to be paid, as aforeſaid, That then and in ſuch Caſe it ſhould and might be lawful to and for the ſaid Dutcheſs, (then *A. B.*) and her Aſſigns, into all and ſingular the ſaid Premiſſes, ſo as aforeſaid, ſubject to the ſaid Annual Payments or reſpective Rent-Charges, and every Part thereof to enter, and Poſſeſſion thereof to hold, and the Rents, Iſſues, and Profits thereof to take and receive until the ſaid Dutcheſs, (then *A.B.*) and her Aſſigns, ſhould be ſatisfied, all Arrears of the ſaid reſpective annual Payments or Rent-Charges, and all Coſts, Damages, and Expences, which ſhe or they ſhould have ſuſtained or ſuffered by Reaſon of the Non-payment thereof, which ſaid annual Payments or Rent-Charges of 1100 *l.* or 1000 *l.* are, and each of them is, declared to be in Bar of the Dower and Thirds of the ſaid Dutcheſs, (then *A. B.*) out of the Lands and Hereditaments of the ſaid *H. B.* And as to all the ſaid Manors and Premiſſes from and after the Deceaſe of the ſaid Lord *B.* and *H. B.* ſubject as aforeſaid, to the ſaid annual Payments or Rent-Charges, as afore-

aforeſaid, to divers other Uſes in the ſaid Indenture, *Quadripartite*, mentioned as by the ſaid laſt recited Indenture, Relation thereunto being had, may more at large appear: **And whereas** the ſaid *J.* Lord *B.* and *H. B.* are both ſince dead, and the ſaid Duke of *R.* and *L.* ſince the Death of the ſaid *H. B.* hath intermarried with the ſaid *A. B.* whereby the ſaid Duke and Dutcheſs, in Right of the ſaid Dutcheſs, are now ſeized of the ſaid Rent of 1100 *l.* for her Life, as aforeſaid. **Now this Indenture witneſſeth**, That in Purſuance of an Agreement in this Behalf had, preceeding and relating to the Intermarriage of the ſaid Duke and Dutcheſs of *R.* and *L.* and for the ſatisfying and paying the ſeveral Debts owing by the ſaid Duke, in Order, as they are mentioned and expreſſed in a Schedule hereunto annexed, and for the Making and Performing the ſeveral other Truſts and Payments herein after directed, and for and in Conſideration of the Sum of 5 *s.* of lawful, *&c.* to each and every of them the ſaid Duke and Dutcheſs of *R.* and *L. F.* Lord *B. T. D.* and *E. R.* in Hand paid by the ſaid *C.* Duke of *S. R.* Earl of *C. G. B.* and *W. R.* the Receipt whereof is hereby acknowledged, they the ſaid *C.* Duke of *R.* and *L. F.* Grant. Lord *B. T. D.* and *E. R.* have bargained, ſold, demiſed, and leaſed, and by theſe Preſents do bargain, ſell, demiſe, and leaſe, unto the ſaid *C.* Duke of *S. R.* Earl of *C. G. B.* and *W. R.* all and every the Duties, Sums of Money, yearly Rents, and all other the ſaid Premiſſes herein before mentioned, to be granted to the ſaid Duke of *R.* and *L.* as aforeſaid, and all and every the Arrears of the ſaid Duty, Rent, Sums of Money, and other the Premiſſes, and the Reverſion and Reverſions, Remainder and Remainders, thereof, and of every Part and Parcel thereof, To have,

hold, receive, perceive, and enjoy, all and every the ſaid Duties, Rents, Sums of Money, and other the Premiſſes, unto the ſaid *C.* Duke of *S. R.* Earl of *C. G. B.* and *W. R.* their, *&c.* from henceforth, for and during the full Time and Term of 99 Years fully to be compleat and ended, if the ſaid *C.* Duke of *R.* and *L.* ſhall ſo long live; And the ſaid *C.* Duke of *R.* and *L.* for the Conſiderations aforeſaid, doth hereby give and grant full Power and Authority unto the ſaid *C.* Duke of *S. R.* Earl of *C. G. B.* and *W. R.* their, *&c.* in the Name of the ſaid Duke of *R.* and *L.* to demand, ſue for, recover, levy, and receive, all the ſaid Arrears, and the growing Duties and Rents, upon the Truſts and for the Purpoſes herein after mentioned and declared: **And this Indenture further witneſſeth,** That the ſaid Duke and Dutcheſs of *R.* for the Conſiderations aforeſaid, have granted, bargained, ſold, aſſigned, transferred, and ſet over, and by theſe Preſents do grant, bargain, ſell, aſſign, transfer, and ſet over, unto the ſaid Duke of *S. R.* Earl of *C. G. B.* and *W. R.* the ſaid ſeveral yearly Rents or Payments of 1100 *l.* and 1000 *l.* ſo as aforeſaid granted or limited unto the ſaid Dutcheſs of *R.* and *L.* by the Name of *A. B.* for her Life, as aforeſaid, **To have and to hold** the ſaid ſeveral yearly Rents of 1100 *l.* and 1000 *l.* unto the ſaid Duke of *S. R.* Earl of *C. G. B.* and *W. R.* their, *&c.* from henceforth for and during, and unto the full End and Term of 99 Years, if the ſaid *A.* Dutcheſs of *R.* and *L.* ſhall ſo long live: And it is hereby agreed and declared by and between all the Parties to theſe Preſents, That the ſeveral Grants, Bargains, Sales, and Aſſignments, as well of the ſaid Duties upon Coals, as alſo of the ſaid ſeveral yearly Rents of 1100 *l.* and 1000 *l.* hereby made, are made upon

on Truſts, and to the Intents and Purpoſes hereinafter mentioned, (that is to ſay,) That they, the ſaid Duke of *S. R.* Earl of *C. G. B.* and *W. R.* and the Survivors and Survivor of them, may and ſhall from Time to Time, and at all Times hereafter, during the joint Lives of the ſaid Duke and Dutcheſs of *R.* and *L.* by and out of the Rents, Iſſues, and Profits, of the ſaid yearly Rents and Payments of 1100 *l.* and 1000 *l.* ſo limited to the ſaid Dutcheſs for her Life, pay, or cauſe to be paid, unto *J. C. &c.* the Sum of 1000 *l.* and Intereſt for the ſame, after the Rate of 6 *l. per Cent. per Annum*, from the 6th Day of *May* laſt, and may and ſhall, by and out of the ſaid Rents, Duties, and Payments, upon Coals, which ſhall become due and payable during the firſt Year after the Date of theſe Preſents, and from and after Payment of the ſaid 1000 *l.* and Intereſt unto the ſaid *J. C.* then out of theſe yearly Rents and Payments of 1100 *l.* and 1000 *l.* alſo pay and ſatisfy unto the ſaid Duke of *R.* and *L.* the yearly Sum of 2700 *l.* of lawful Money of *England*, and may and ſhall likewiſe thereout pay, or cauſe to be paid, unto the ſaid Dutcheſs of *R.* and *L.* the yearly Sum of 2700 *l.* of lawful Money of *England*, and may and ſhall likewiſe thereout pay, or cauſe to be paid, unto the ſaid Dutcheſs of *R.* and *L.* the yearly Sum of 300 *l.* of like lawful Money, for her own private and perſonal Expences, and with which the ſaid Duke of *R.* and *L.* ſhall not have to do or intermeddle, and may and ſhall likewiſe thereout pay, ſatisfy, and retain unto them, the ſaid Duke of *S.* and *W. R.* the Intereſt of 4100 *l.* half-yearly, after the Rate of 6 *per Cent. per Annum*, from the Date of theſe Preſents: And may and ſhall in the next Place pay, or cauſe to

be paid unto *N. H.* of, *&c.* the Intereſt of 1160 *l.* after the Rate of *6 per Cent. per Annum*, from the firſt Day of *November* laſt, and may and ſhall pay, or cauſe to be paid, all the Reſt and Reſidue of the ſaid Duties, Rents, and Payments, which ſhall ariſe and become payable during the firſt Year after the Date of theſe Preſents unto the ſaid *E. R.* for and towards the Diſcharge and Satisfaction of the Sum of 2599 *l.* due to him from the ſaid D. of *R.* and *L.* and the Intereſt thereof, after the Rate of *6 l. per Cent. per Ann.* from the 24th Day of this Inſtant *June*: And theſe Preſents are upon further Truſt, and to the Intents and Purpoſe, That the ſaid Truſtees, and the Survivors and Survivor of them, by and out of all the ſaid Rents, Duties, and Payments, upon Coals which ſhall become due and payable during the ſecond Year after the Date of theſe Preſents, and from and after Payment of the ſaid 1000 *l.* and Intereſt unto the ſaid *J. C.* then out of the ſaid yearly Rents and Payments of 1100 *l.* and 1000 *l.* And alſo pay and ſatisfy unto the ſaid Duke of *R.* and *L.* the yearly Sum of 2700 *l.* of lawful Money of *England*, and may and ſhall likewiſe thereout pay, or cauſe to be paid to the ſaid Dutcheſs of *R.* and *L.* the yearly Sum of 300 *l.* of the like lawful Money, *&c.* for her own private and perſonal Expences, and with which the ſaid Duke of *R.* ſhall not have to do or intermeddle; and may and ſhall in the next Place thereout pay, ſatisfy and retain unto them, the ſaid Duke of *S.* and *W. R.* the full Sum of 2100 *l.* at or upon the, *&c.* in Purſuance of an Agreement for that Purpoſe for the Purchaſe of *Goodwood*, and certain Lands thereunto adjoining, in the County of *S.* and may and ſhall thereout, after Payment unto the ſaid *E. R.* of what ſhall remain unpaid of the ſaid Sum of 2599 *l.* and Intereſt,

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Payment of 300 *l.* to the ſaid
as aforeſaid,) pay of and diſcharge the ſeveral Sums of Money, Debts, and Payments, mentioned and ſet down in a Schedule hereunto annex'd, in ſuch Order and Manner as the ſaid Duke of *S. R. Earl* of *C. G. B.* and *W. R.* or the Survivor or Survivors of them, in their Diſcretion ſhall think fit: And from and after full Payment and Satisfaction ſhall be made of all and ſingular the ſaid Debts and Sums of Money, That then theſe Preſents, and the Aſſignments thereby made, and every Thing herein contained, ſhall from thenceforth ceaſe and determine: **Provided**, and it is agreed and declared by and between all the Parties hereunto, That neither the ſaid Duke of *S. R.* Earl of *C. G. B.* nor *W. R.* nor either of them, ſhall be chargeable or anſwerable for any more Monies than what ſhall actually come to their own Hands reſpectively, by Vertue of the Truſt hereby repoſed in them, nor ſhall any one of them be anſwerable for any other of them, nor for the Receipts, Diſburſements, Acts, Omiſſions, or Defaults of any other of them, but each of them for his own Acts and Defaults only: And

that it ſhall and may be lawful to and for the ſaid Duke of *S. C.* Earl of *R. G. B.* and *W. R.* their, *&c.* by and out of the Rents and Profits of the Premiſſes, to receive, re-imburſe and ſatisfy themſelves all ſuch Sums of Money, Expences, Charges and Damages, which they or any of them ſhall lay out, ſuſtain, or be put to, for, or by Reaſon of the Undertaking or Execution of the Truſt hereby repoſed in them, or any Ways relating thereunto.

In Witneſs, &c.

Mr. C.'s

Mr. C.'s Settlement of a Copyhold Eſtate.

THis Indenture, *Quadripartite*, made, *&c.* Between *G. C.* the Elder of, *&c.* and *G. C.* the younger Son and Heir apparent of the ſaid *G. C.* the Elder of the firſt Part, Sir *W. St. J.* of, *&c.* and *J. C.* ſecond Daughter of the ſaid Sir *W. St. J.* and now Wife of the ſaid *G. C.* the Younger of the ſecond Part, *F. St. J.* of, *&c.* and *A. B.* of, *&c.* of the third Part, and Sir *J. P.* of, *&c.* and *R. P.* of, *&c.* Baronet, of the fourth Part: **Whereas** a Marriage was lately had and ſolemnized between the ſaid *G. C.* the Younger, and the ſaid *J.* his now Wife, and in Conſideration thereof and of 3000 *l.* Portion paid by the ſaid Sir *W. St. J.* to the ſaid *G. C.* the Elder, before the Solemnization of the ſaid Marriage, he the ſaid *G. C.* the Elder did (amongſt other Things) covenant, promiſe and agree to make a Surrender of all his Copyhold Meſſuages, Lands, Tenements and Hereditaments holden of the Manor of, *&c.* wherein he had any Eſtate either in Poſſeſſion, Reverſion or Remainder, either in Law or Equity, into the Hands of the Lord of the ſaid Manor, according to the Cuſtom of the ſaid Manor to and for ſuch Uſes, Intents and Purpoſes, and under ſuch Proviſoes, Limitations, Truſts and Appointments, as ſhould be, by one Writing indented, to be made for that Purpoſe, and intended to bear even Date with the ſaid Surrender, limited, declared and appointed: **And whereas** the ſaid *G. C.* the Elder, in Purſuance and Performance of his ſaid Agreement, Covenant and Promiſe,

hath at a Copyhold-Court holden for the ſaid Manor of, &c. on this preſent Day of Inſtant, ſurrendred into the Hands of the Lord of the ſaid Manor, by the Acceptance of the Steward according to the Cuſtom of the ſaid Manor, All his ſaid Copyhold Meſſuages, Lands Tenements and Hereditaments in the ſaid Surrender particularly mentioned and expreſſed, To the Uſes, Intents and Purpoſes, and under the Proviſoes, Truſts, Limitations, Directions and Appointments herein after by theſe Preſents limited, declared and appointed, this preſent Indenture being made for that Purpoſe: **Now this Indenture witneſſeth**, That for and in Conſideration of the ſaid Marriage and Portion, and for the ſetling of Part of a competent Jointure or Livelyhood on the ſaid *J. C.* and in further Purſuance and Performance of the ſaid Agreements, Covenant and Promiſe, and in Conſideration of the natural Love and Affection which he the ſaid *G. C.* the Elder beareth to the ſaid *G. C.* the Younger, and for a Proviſion for the Children of the ſaid *G. C.* the Younger, on the Body of the ſaid *J.* begotten or to be begotten, and to the Intent to limit, declare and appoint the ſaid Uſes, Proviſoes, Limitations, Truſts and Appointments, for and concerning the ſaid Copyhold Meſſuages, Lands, Tenements and Hereditaments in the ſaid Surrender mentioned, and for divers other good Cauſes and Conſiderations him the ſaid *G. C.* the Elder thereunto moving, he the ſaid *G. C.* the Elder, hath limited, declared and appointed, and by theſe Preſents, doth for himſelf and his Heirs, limit, declare and appoint, and is in and by theſe Preſents, and by all and every the Parties hereunto limited, declared and appointed, That the ſaid Surrender of the ſaid Copyhold Meſſuages, Lands, Tenements and Hereditaments

Limitation of the ſaid Copyhold Eſtate, to the Uſe, &c.

ments ſhall be and enure, and the ſaid Copyhold Meſſuages, Lands, Tenements and Hereditaments in the ſaid Surrender contained, and every Part and Parcel thereof ſhall be and enure, and are hereby limited and declared to be and enure to and for the Uſes, Intents and Purpoſes, and under the Proviſoes, Limitations, Truſts and Appointments herein after mentioned and expreſſed, and to and for no other Uſe, Intent or Purpoſe whatſoever (that is to ſay) To the Uſe and Behoof of the ſaid *G. C.* the Younger, for and during the Term of his natural Life, and from and after the Deceaſe of the ſaid *G. C.* the Younger, To the Uſe of the ſaid *J.* his now Wife, for and during the Term of her natural Life, in Part of her Jointure, and immediately after the Deceaſe of the longer Liver of them the ſaid *G. C.* the Younger, and *J.* To the Uſe and Behoof of the ſaid *F. St. J. A. B.* Sir *J. P.* and Sir *R. P.* their, *&c.* for and during the Term of 200 Years, from thenceforth fully to be compleat and ended, upon ſuch ſeveral Truſts and Confidences nevertheleſs, and to ſuch Intents and Purpoſes as are herein after expreſſed and declared concerning the ſaid Term and Eſtate, and from and after the Expiration and Surrender, or other ſooner Determination of the ſaid Eſtate, To the Uſe and Behoof of the ſaid Sir *W. St. J.* his, *&c.* upon this Truſt and Confidence, That they ſhall permit and ſuffer the firſt Son of the ſaid *G. C.* the Younger, on the Body of the ſaid *J.* begotten or to be begotten, and the Heirs Males of the Body of ſuch firſt Son lawfully iſſuing, to receive the Rents, Iſſues and Profits thereof; and for Default of ſuch Iſſue, upon this further Truſt and Confidence, That they ſhall permit and ſuffer the ſecond Son of the ſaid *G. C.* the Younger on the Body of the ſaid *J.* begotten or to be begotten,

and the Heirs Males of the Body of ſuch ſecond Son lawfully iſſuing, to receive the Rents, Iſſues, and Profits thereof; And for Default of ſuch Iſſue, upon this further Truſt and Confidence, That they ſhall permit and ſuffer the 3d, 4th, 5th, 6th, 7th, 8th, 9th, 10th, and all and every other the Son and Sons of the ſaid *G. C.* the Younger on the Body of the ſaid *J.* begotten or to be begotten, ſeverally and ſucceſſively, one after another, in Order and Courſe as they ſhall be in Seniority of Age and Priority of Birth, and the ſeveral Heirs Males of their ſeveral and reſpective Bodies lawfully iſſuing, to receive the Rents, Iſſues and Profits thereof, every elder of the ſaid Sons, and the Heirs Males of his Body being always preferred before the Younger, and the Heirs Males of their Bodies: And for Default of ſuch Iſſue in caſe the ſaid *J.* ſhall happen to be enſeint of a Child or Children by him the ſaid *G. C.* the Younger, at the Time of his Deceaſe, and ſhall be after delivered of ſuch Child or Children, and ſuch after-born Child or Children ſhall happen to be a Son or Sons, then upon this further Truſt and Confidence, That they ſhall permit and ſuffer all and every ſuch after-born Son and Sons, ſeverally and ſucceſſively one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch after-born Son and Sons lawfully iſſuing (the Elder of ſuch after-born Son and Sons lawfully iſſuing, and the Heirs Male of his Body iſſuing, being always to be preferred, and to take before the Younger of ſuch after-born Sons, and the Heirs Male of his and their Bodies iſſuing) to receive the Rents, Iſſues and Profits thereof to his and their own Uſe and Benefit; And for Default of

ſuch

ſuch Iſſue, upon this further Truſt and Confidence, That the ſaid Sir *W. St. J.* his Heirs and Aſſigns, ſhall ſurrender the ſaid Premiſſes, To the Uſe and Behoof of the ſaid *F. St. J. A. B.* Sir *J. P.* and Sir *R. P.* their, *&c.* for the Term of 300 Years from thenceforth next enſuing, fully to be compleat and ended, Upon ſuch Truſts and Confidences nevertheleſs, and to ſuch Intents and Purpoſes as are herein after expreſſed and declared concerning the ſame Term and Eſtate, and from and after the Expiration or other Determination of the ſame Eſtate and Term of Years, upon this further Truſt and Confidence, That the ſaid Sir *W. St. J.* his Heirs and Aſſigns, ſhall ſurrender the ſaid Premiſſes, and every Part thereof, To the Uſe and Behoof of the ſaid *G. C.* the Elder, his Heirs and Aſſigns for ever; And as for and concerning the ſaid Term of two hundred Years limited to the ſaid *F. St. J. A. B.* Sir *J. P.* and Sir *R. P.* their, *&c.* It is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them, and every of them, and of theſe Preſents is, that the ſaid Term and Eſtate of two hundred Years herein before limited to the ſaid *F. St. J. A. B.* Sir *J. P.* and Sir *R. P.* their, *&c.* as aforeſaid, together with one other Term of 200 Years limited to the ſame Perſons, of other Lands and Tenements of the ſaid *G. C.* the Elder, by one Indenture bearing even Date with theſe Preſents, and made or, *&c.* between the ſaid Parties to theſe Preſents, are and is upon this Special Truſt and Confidence, That the ſaid *F. St. J. A. B.* Sir *J. P.* and Sir *R. P.* and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor ſhall and will

will out of the Rents, Iſſues and Profits of the ſaid Copyhold Meſſuages, Lands, and Premiſſes ſo to them limited, or by Sale, Demiſe or Mortgage of the ſaid Premiſſes, or any Part thereof, for all or any Part of the ſaid Term of 200 Years, or otherwiſe, as to them ſhall ſeem meet, levy and raiſe ſuch Sum and Sums of Money, not exceeding the Sum of 4000 *l.* in the whole, for the Younger Sons and Daughters of the ſaid *G. C.* the Younger, on the Body of the ſaid *J. C.* begotten, or to be begotten, and to pay, or cauſe to be paid, the ſaid Sum and Sums of Money to his ſaid Sons and Daughters, or any of them, at the Time and Times, and in ſuch Sort, Manner and Proportion, as the ſaid *G. C.* the Younger, by any Deed or Deeds, Writing or Writings to be ſealed and ſubſcribed by him the ſaid *G. C.* the Younger, in the Preſence of two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, to be ſubſcribed by him in the Preſence likewiſe of two or more credible Witneſſes ſhall declare, limit and appoint; And upon this further Truſt and Confidence, and to the Intent, that after all the ſaid Sums of Money ſhall be raiſed and levyed, as aforeſaid, together with the Charges and Expences in and about the Raiſing and Levying thereof, or that any Perſon or Perſons, who by Vertue of any Limitation herein contained, ſhall be of the ſaid Copyhold Meſſuages and Premiſſes, or any Part thereof ſeized, or any in Truſt for them of any Eſtate of Inheritance, or for Life in Reverſion, or Remainder expectant upon the ſaid Term of two hundred Years, ſhall pay the ſame, or ſo much thereof as ſhall be unlevyed, That then, and at any Time after, as alſo in Caſe there be no ſuch Younger Sons or Daughters at the Time of the Commencement of the ſaid Term

Term of 200 Years, nor that the ſaid *J.* ſhall be enſeint of any Younger Son or Daughter begotten by the ſaid *G. C.* the Younger, which ſhall after be born alive, or that all ſuch Younger Sons and Daughters of the ſaid *G. C.* the Younger ſhall happen to die before they attain the Time to be appointed by the ſaid *G. C.* the Younger for their receiving of their ſaid Portions of the ſaid Sums of Money, as aforeſaid, or for want of ſuch Appointment they the ſaid *F. St. J. A. B.* Sir *J. P.* their, *&c.* ſhall and will at the reaſonable Requeſt, and at the proper Coſts and Charges of ſuch Perſon or Perſons to whom the immediate Eſtate of Inheritance or for Life of and in the ſaid Copyhold Meſſuages, Lands and Premiſſes expectant upon the Determination of the ſaid Term of 200 Years ſhall by the true Intent and Meaning of theſe Preſents belong or appertain, aſſign, ſurrender and yield up the ſaid Eſtate and Term of Years to ſuch Perſon or Perſons ſo requiring the ſame. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them and every of them, and of theſe Preſents is, That the ſaid Term and Eſtate for 300 Years herein before likewiſe limited unto the ſaid *F. St. J. A. B.* Sir *J. P.* and Sir *R. P.* their, *&c.* as aforeſaid, together with one other Term of 300 Years, limited to the ſame Perſons of other Lands and Tenements of the ſaid *G. C.* the Elder by one Indenture bearing even Date with theſe Preſents, and made, or, *&c.* by and between all the ſaid Parties to theſe Preſents, are and is upon this ſpecial Truſt and Confidence, and to the Intent and Purpoſe, That in Caſe the ſaid *G. C.* the Younger, ſhall have a Daughter or Daughters by the ſaid *J. C.* which ſhall be living at the Time of his Deceaſe, or born after, which

Daughter

Daughter or Daughters ſhall live to attain the Age of 18 Years, or to be married, That then they the ſaid *F. St. J. A. B.* Sir *J. P.* and Sir *R. P.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall and will by, with, and out of the Rents, Iſſues and Profits of the ſaid Copyhold Meſſuages, Lands and Premiſſes ſo to them limited, or by Sale, Demiſe or Mortgage thereof, or of any Part thereof for all or any Part of the ſaid Term of 300 Years, or otherwiſe, as to them ſhall ſeem meet, levy and raiſe ſuch Sum and Sums of Money for the Portion or Portions of ſuch Daughter or Daughters in ſuch Sort and Proportion, and to be paid in ſuch Manner and Form as is herein after mentioned (that is to ſay) in caſe there ſhall be one ſuch Daughter, and no more, then the Sum of 3000 *l.* ſhall be levied and raiſed for the Portion of ſuch only Daughter; and in caſe there ſhall be two or more ſuch Daughters, then the Sum of 4000 *l.* ſhall be levied and raiſed for the Portions of the ſaid Daughters to be equally divided between them; which ſaid Portion or Portions ſhall be paid unto ſuch Daughter or Daughters which ſhall not be born or ſhall be unmarried, and under the Age of 18 Years at the Time of the Commencement of the ſaid Term of 300 Years reſpectively at the Day or Days of her or their reſpective Marriage or Marriages (ſo as they marry with the Conſent of the ſaid Truſtees, or ſome or one of them, if under the Age of 14 Years) or at her or their reſpective Age or Ages of 18 Years, whichſoever ſhall firſt happen: But if ſhe or they, or any of them ſhall be married, or have attained to the ſaid Age of 18 Years before the Commencement of the ſaid Term of 300 Years, then the Portion of ſuch Daughter or Daughters which ſhall be mar-

ried, or ſhall have attained the Age of 18 Years before the Commencement of the ſaid Term, ſhall be paid unto him or them reſpectively within one Year after the Commencement of the ſaid Term of 300 Years: And upon this further Truſt and Confidence, That the ſaid Truſtees and the Survivors and Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor ſhall raiſe in Manner aforeſaid, and pay to the ſaid ſeveral Daughter and Daughters, till her and their Portion and Portions ſhall be due and payable, ſuch yearly Sum and Sums of Money for their Education and Maintenance, and at ſuch Time and Times, and in ſuch Manner as they or any of them ſhall think fit, ſo as they pay to no one Daughter above the yearly Sum of 26 *l.* And upon this further Truſt and Confidence, and to the Intent that after all the ſaid Portions ſhall be raiſed, together with the Charges in and about the Levying and Raiſing thereof, or that any Perſon or Perſons who by Vertue of any Limitation herein contained ſhall be of the ſaid Copyhold Meſſuages, Lands and Premiſſes, or any Part thereof ſeized, or any in Truſt for them, of any Eſtate of Inheritance, or for Life in Reverſion, or Remainder of the ſaid Term of 300 Years, ſhall pay the ſame, or ſo much thereof as ſhall be unlevied, That then and at any Time after, as alſo in caſe there ſhall be no ſuch Daughter or Daughters at the Time of the Commencement of the ſaid Term or Eſtate for 300 Years, nor that the ſaid *J.* ſhall then be enſeint of any Daughter begotten by the ſaid *G. C.* the Younger, which ſhall be after born alive, or that all ſuch Daughters ſhall happen to die before any of them attain the Age of 18 Years, or be married, they the ſaid *F. St. J. A. B.* Sir *J. P.* and Sir *R. P.* their, *&c.* ſhall and will at the reaſonable Requeſt, and proper Coſts and

and Charges of ſuch Perſon or Perſons to whom the immediate Eſtate of Inheritance, or for Life, or the Truſt of and in the ſaid Copyhold Meſſuages, Lands and Premiſſes expectant upon the Determination of the ſaid Term of 300 Years ſhall by the true Intent and Meaning of theſe Preſents belong or appertain, aſſign, ſurrender and yield up the ſaid Eſtate and Term of Years unto ſuch Perſon or Perſons ſo requiring the ſame: Provided always, and it is covenanted, declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them, and every of them, and of theſe Preſents, and it is hereby declared, limited and appointed, that it ſhall and may be lawful to and for the ſaid *G. C.* the Younger; And the ſaid *G. C.* the Younger ſhall have full Power and Authority by any Deed or Deeds Writing or Writings to be by him ſealed and ſubſcribed in the Preſence of three or more credible Witneſſes to declare, limit or appoint the Copyhold Meſſuages, Lands, Tenements and Hereditaments herein after particularly mentioned (that is to ſay) the Manſion-houſe at, *&c.* with their and every of their Appurtenances in *S.* aforeſaid, and every or any Part or Parcel thereof, to any Woman or Women, that at any Time hereafter he the ſaid *G. C.* the Younger ſhall happen to marry, for the Term of the Life or Lives only of ſuch Woman or Women, for her and their reſpective Jointure or Jointures, or Livelyhood, and in Lieu of her Dower and Thirds at the Common Law; And it is hereby declared, limited and appointed, That the ſaid Surrender herein before recited as to the ſaid Meſſuages and other the laſt mentioned Premiſſes from and after ſuch Declaration, Limitation and Appointment of the ſaid *G. C.* the Younger, ſhall

A Proviſo, &c.

ſhall be and enure to the Uſe of the ſaid Woman or Women from the Time as he ſhall happen to marry, for and during her or their natural Life or Lives for their reſpective Jointure or Jointures, or Livelyhood, as aforeſaid, any Thing herein to the contrary in any wiſe notwithſtanding: **Provided always**, and it is further covenanted, declared and agreed by and between all the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them, and of theſe Preſents, and of the ſaid Surrender, was and is, That if the ſaid *G. C.* the Younger, and *J.* his Wife, or the Survivor of them, by and with the Advice and Conſent of the ſaid Sir *W. St. J.* and *G. C.* the Elder, during their Joint Lives; And if it ſhall happen that the ſaid Sir *W. St. J.* ſhall die firſt, then after the Deceaſe of the ſaid Sir *W. St. J.* by and with the Advice and Conſent of the ſaid *G. G.* the Elder, with *F. St. J.* and *A. B.* or either of them; And if it ſhall happen that the ſaid *G. C.* the Elder ſhall die before the ſaid Sir *W. St. J.* then after the Deceaſe of the ſaid *G. C.* the Elder, by and with the Advice and Conſent of the ſaid Sir *W. St. J.* with the ſaid Sir *J. P.* and Sir *R. P.* or either of them, ſhall be minded to ſell and diſpoſe of the ſaid Premiſſes in *S.* aforeſaid, or any Part thereof, That then and in that Caſe it ſhall and may be lawful to and for the ſaid *G. C.* the Younger, and *J.* his Wife, and the Survivor of them, and the ſaid Sir *W. St. J.* to ſurrender the ſaid Premiſſes all or ſuch Part thereof as ſhall be agreed to, as aforeſaid, into the Hands of the Lord of the ſaid Manor of, *&c.* to ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, and to ſuch Uſes, Intents and Purpoſes as by the ſaid *G. C.* the Younger, and *J.* his Wife, or the Survivor of them, by and with the Conſent aforeſaid, ſhall be limited and

A Proviſo, *&c.*

declared, and that ſuch Surrender or Surrenders of the ſaid Premiſſes, or any Part thereof by the ſaid *G. C.* the Younger, and *J.* his Wife, or the Survivor of them, and the ſaid Sir *W. St. J.* and the Eſtate and Eſtates, Uſes, Intents and Purpoſes, limited and declared thereupon, ſhall be good and effectual in Law to all Intents and Purpoſes, any Thing herein before to the contrary in any wiſe notwithſtanding: And it is further provided, covenanted, declared and agreed, by and between all the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them, and of theſe Preſents, was and is, that all the ſaid Monies, and every Part thereof, that ſhall be raiſed by ſuch Sale of the ſaid Premiſſes, or any Part thereof, ſhall be laid out to purchaſe other Lands, Tenements and Hereditaments in ſome other Place to be agreed on as aforeſaid, and that the ſaid other Lands, Tenements and Hereditaments, ſo purchaſed, and every Part thereof, immediately upon the ſaid Purchaſe ſhall be conveyed and ſettled to and upon the ſame Uſes, Truſts, Intents and Purpoſes, and ſubject unto and under the ſaid Limitations, Proviſoes, Clauſes and Appointments, as the ſaid Copyhold Tenements and Premiſſes are hereby limited, aſſured and conveyed, and to no other Uſes, Truſts, Intents and Purpoſes whatſoever: **Provided always**, and it is hereby further declared and agreed, and the Intent of all the ſaid Parties and of theſe Preſents is, That every of the ſaid Limitations and Eſtates of the Premiſſes ſhall take Effect and ſtand good, and be enjoyed according as the ſaid reſpective Limitations and Eſtates of the Premiſſes, or of the Truſts thereof, ſhall in Priority of Time be made, limited, *&c.* one before the other, by Force of any Power or Proviſo

A Proviſo, *&c.*

viſo aforeſaid, the Intent of all the Parties to theſe Preſents being, that none of the ſubſequent Limitations or Eſtates thereof, ſhall determine, charge, change, or make void the former: But every ſuch Limitation and Eſtate to be in Force, take Effect and continue reſpectively and in order, as every ſuch Limitation or Eſtate ſhall preceed the others in Point of Time and Creation, without Reſpect at all to the Order of penning or placing the ſame Powers or Proviſes aforeſaid mentioned in this preſent Indenture; And the ſaid *G. C.* the Elder for himſelf, his, *&c.* and for every of them, doth covenant, grant and agree, to and with the ſaid Sir *W. St. J. F. St. J.* and *A. B.* their, *&c.* by theſe Preſents, That the ſaid Meſſuages, Lands, Tenements and Hereditaments, and all and ſingular other the Premiſſes before by theſe Preſents mentioned to be ſurrendred, conveyed, ſettled and aſſured, and every Part and Parcel thereof now are and be freely and clearly acquitted, exonerated and diſcharged, or otherwiſe ſhall be well and ſufficiently ſaved, defended and kept harmleſs and indempnified by him the ſaid *G. C.* the Elder, his, *&c.* of and from all and all Manner of former and other Surrenders, Grants, Leaſes, Jointures, Dowers, Entails, Judgments, Statutes, Recognizances, Extents, Executions, Rents, Charges, Rents-ſeck, and of and from all other Eſtates, Rights, Titles, Troubles, Forfeitures, Charges and Incumbrances whatſoever in Law or Equity heretofore had, made, committed, done, or wittingly or willingly omitted, ſuffered, or aſſented unto, or hereafter to be had, made, committed, done, or wittingly or willingly omitted, ſuffered or aſſented unto by him the ſaid *G. C.* the Elder, his Heirs or Aſſigns, or any of them, or any other Perſon or Perſons whatſo-

A Covenant, That the Premiſſes are free from Incumbrances.

ever, any lawful Eſtate, Right, Title or Intereſt in or unto the ſaid Premiſſes, or any Part or Parcel thereof, lawfully having or claiming by, from or under him, them, or any of them, except one or more Surrenders to *N. B.* and *P. G.* A Covenant from *G. C.* the Elder to do and execute all and every other Act or Acts, Thing or Things, Surrender or Surrenders, Conveyance or Conveyances, Aſſurances in the Law whatſoever for the further aſſuring the Premiſſes to the Intents and Purpoſes herein before mentioned.

In witneſs, &c.

Sir

Sir P.'s *Marriage Settlement, in Purſuance of an Act of Parliament.*

THis Indenture, *Sextepartite*, made, *&c.* Between Sir *G. P.* of, *&c.* Baronet, of the firſt Part, Dame *S. P.* Widow, Relict of Sir *R. P.* late Father of the ſaid Sir *G. P.* of the ſecond Part, Sir *W. B.* of, *&c.* Baronet, and *M. B.* eldeſt Daughter of the ſaid Sir *W. B.* of the third Part, the Honourable *A. G.* of, *&c.* Eſq; Sir *T. D.* of, *&c.* Baronet, *W. C.* of, *&c.* Eſq; *E. B.* of, *&c.* Serjeant at Law, and Sir *T. P.* of, *&c.* Kt. of the fourth Part, *W. C.* of, *&c.* Eſq; and *C. B.* of, *&c.* Eſq; of the fifth Part, and *L. B.* of, *&c.* Eſq; and *E. B.* of, *&c.* Eſq; Son and Heir apparent of the ſaid *E. B.* of the ſixth Part: Whereas by Leaſe and Releaſe bearing Date, *&c.* the Releaſe purporting a Settlement made upon the Marriage of the ſaid Sir *R. P.* with the ſaid Dame *S. P.* and made, or, *&c.* between the ſaid Sir *R. P.* and *S.* his Wife of the firſt Part, *G. C.* the Elder, Eſq; Father of the ſaid Dame *S. P.* of the ſecond Part, Sir *J. P.* of, *&c.* Baronet, *R. N.* of, *&c.* Eſq; *G. C.* then Son and Heir apparent of the ſaid *G. C.* the Elder, and *R. N.* of, *&c.* Eſq; of the third Part, He the ſaid Sir *R. P.* for the Conſiderations in the ſaid Indenture of Releaſe mentioned, did amongeſt other Things convey and aſſure all thoſe the Manors or Lordſhips of, *&c.* and every of them, with their Appurtenances, lying within the ſeveral Pariſhes, *&c.* or elſewhere in the ſaid County of *S.* And all thoſe two Manor-houſes, *&c.* and all Houſes, *&c.* To the ſaid *G. C.* the Elder, and *R. N.* their Heirs to and for the ſeveral Uſes in

the ſaid Indenture of Releaſe, particularly mentioned; And in particular, as for and concerning all that the ſaid Manor of, *&c.* with the Appurtenances, and all and ſingular the Meſſuages, Lands, Tenements, and Hereditaments thereto belonging, (that is to ſay,) the Manor-houſe of, *&c.* with the Appurtenances, the eight Acres next the Houſe, *&c.* which ſaid Manor-houſe of *J.* and other the Premiſſes, are therein mentioned to be ſituate, *&c.* aforeſaid; And as for and concerning the Farm called, *&c.* with the Rights, Privileges, Ways, Eaſements, Profits, Commodities, Emoluments, and Appurtenances thereto belonging, from and after the Deceaſe of him, the ſaid Sir *R. P.* for his Life, and after the Deceaſe of *M. P.* Mother of the ſaid Sir *R. P.* (who then had, and ſtill hath, an Eſtate for the Term of her natural Life therein for her Jointure,) To the Uſe and Behoof of the ſaid Sir *R. P.* for his Life, and from and after the Deceaſe of him, the ſaid Sir *R. P.* and of the ſaid *M. P.* then To the Uſe and Behoof of the ſaid Sir *J. P. R. N. G. C.* the Son, and *R. N.* their Executors and Aſſigns, for and during the Term of fourſcore and eighteen Years in Truſt, for the raiſing two Thouſand Pounds, or ſuch other Sum, as the ſame Truſtees, or the Survivor of them, and his Executors, and Adminiſtrators, ſhould think fit for the Daughters Portions of the ſaid Sir *R. P.* by the ſaid Dame *S. P.* if the ſaid Sir *R.* ſhould have any Son or Sons by the ſaid Dame *S.* to be paid to ſuch Daughters at her or their Age of 18 Years, or Day of Marriage, which ſhould firſt happen, and to have any Sum not exceeding 40 *l. per Annum*, if one Daughter only, and if two or more, 30 *l.* *per Annum* a-piece, for her and their Maintenance, until ſuch Portion ſhould become payable,

able, by which ſaid Settlement alſo ſeveral Lands, Tenements, and Hereditaments, were limited to the ſaid Dame *S. P.* for her Life, or did ſtand as a Security to her for the Payment of 600 *l. per Annum*, for her Jointure, as by the ſaid Indenture of Releaſe may more at large appear: And Whereas by an Act of Parliament made in the fourth Year of their now Majeſty's Reign, and entituled, An Act to enable Sir *G. P.* of, *&c.* Baronet, to make a Settlement upon his Marriage, notwithſtanding his Minority, which ſaid Sir *G. P.* in the Act of Parliament named, is the ſaid Sir *G. P.* Party to theſe Preſents; and the ſaid Act recited amongſt other Things, the aforeſaid Indenture of Releaſe; and that the ſaid Sir *G. P.* had left four Sons, *viz.* the ſaid Sir *G. P.* his eldeſt, and *R. T.* and *W. P.* his younger Sons, and only one Daughter *P.* and that the ſaid Sir *G.* was ſeized in Tail of all the aforeſaid Manors, Meſſuages, Lands, and Premiſſes, ſubject to ſeveral Jointures of the ſaid Dame *S. P.* and *M. P.* his Mother and Grandmother, and charged with the Sum of 2000 *l.* for the Portion of the ſaid *P.* And reciting that the ſaid Dame *S. P.* was willing to ſurrender all and every the Manors and Premiſſes ſo limited to her for Life, which were and ſtood as a Security to her for the Payment of the Sum of 600 *l. per Annum* for her Jointure, and inſtead thereof, the better to promote the ſaid Sir *G. P.* in Marriage, to accept of ſome Part of the ſame, or other Lands, not exceeding 500 *l. per Annum*, to be reſettled on her for her Jointure: And reciting alſo, That the ſaid Sir *G. P.* was unmarried, and under the Age of One and twenty Years, by Reaſon whereof he could not make a Jointure for any Wife he ſhould marry during his Minority, or make any Proviſion for Daughter, or younger Child, he

ſhould happen to have by ſuch Wife, or to have the Advantage of ſuch Surrender as the ſaid Dame *S.* his Mother, was willing to make of her Jointure, for that he could not ſettle upon the ſaid Dame *S.* his Mother, any Part of ſuch Lands as ſhe ſhould ſo ſurrender; and that he, the ſaid Sir *G. P.* had an Opportunity of marrying, and having a Fortune with a Wife, by which he ſhould be enabled not only to pay off and diſcharge his Eſtate from the 2000 *l.* Portion of the ſaid *P.* but alſo to make ſome Proviſion for his ſaid Younger Brothers, who by the Settlement aforeſaid are altogether unprovided for: **It is therefore enacted**, that the ſaid Sir *G. P.* ſhould have full Power and Authority to him given during his Minority, by and with the Conſent of the ſaid Dame *S. P. A. G.* Sir *T. D.* Sir *N. B. W. C. E. B.* and *T. P.* or any three of them, whereof the ſaid Dame *S.* to be one, (if living,) in Writing under their Hands and Seals, teſtifying ſuch their Conſent and Approbation, by one or more Writing or Writings under the Hand and Seal of the ſaid Sir *G. P.* to be by him executed in the Preſence of three or more credible Witneſſes, to aſſign and convey all and ſingular the ſaid Manors, Lordſhips, Lands, Tenements, and Hereditaments, in the ſaid recited Indenture of Releaſe mentioned to ſuch Truſtees, and their Heirs, as they, the ſaid *S. P. E. B. E B.* and Sir *T. P.* the Survivors, and Survivor of them, ſhould think fit, and by Writing appoint, as aforeſaid, to the Uſes, Intents and Purpoſes, and under ſuch Truſts, Proviſoes, and Agreements, as in the ſaid Act, and hereafter in theſe Preſents are mentioned of and concerning the ſame, as by the ſaid Act of Parliament, Relation being thereunto had, may more at Large appear: **And whereas** the ſaid Dame *S. P.* hath by Indenture, bearing Date, *&c.* ſurrender'd unto the ſaid Sir *G. P.*

G. P. all the aforeſaid Manors, Meſſuages, Lands, Tenements and Hereditaments, limited to her by the ſaid Indenture of Releaſe for her Jointure, and by the ſaid Indenture, bearing, *&c.* hath releaſed unto the ſaid Sir *G. P.* all her Right and Title of Dower of, in and to, all or any the Lands, Tenements, and Hereditaments, late of the ſaid Sir *R. P.* her Husband: **And whereas** there is a Marriage (by the Permiſſion of God) agreed ſhortly to be had and ſolemnized by and between the ſaid Sir *G. P.* and *M. B.* **Now this Indenture witneſſeth,** That for and in Conſideration of the ſaid intended Marriage, and the Sum of 4000 *l.* of lawful, *&c.* (being the Marriage-Portion of the ſaid *M.*) unto the ſaid Sir *G. P.* or for his Uſe, by the ſaid Sir *W. B.* beforehand paid, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he, the ſaid Sir *G. P.* doth hereby acknowledge, and thereof, and every Part thereof, doth acquit, releaſe and diſcharge the ſaid Sir *W. B.* his Executors, and Adminiſtrators: And for the ſettling of a competent Jointure on the ſaid *M. B.* in caſe the ſaid intended Marriage ſhall take Effect, and ſhe ſhall happen to ſurvive the ſaid Sir *G. P.* And for the Settling the Manors, Meſſuages, Lands, Tenements, and Hereditaments, hereafter mentioned, upon the Truſts, and to and for the Uſes, Intents and Purpoſes, and with and under the Proviſoes and Agreements herein after mentioned, expreſſed, and declared, purſuant to the ſaid Act of Parliament; And alſo for and in Conſideration of the ſaid Surrender and Releaſe, ſo as aforeſaid, made by the ſaid Dame *S. P.* he, the ſaid Sir *G. P.* in Purſuance of the ſaid Act of Parliament, and the Powers and Authority thereby to him given, by and with the Conſent and Approbation of the ſaid Dame *S. P. A. G.* Sir *T. D.*

T. D. Sir *W. B. W. C. E. B.* and Sir *T. P.* or three of them at leaſt, as may appear by their being Parties to theſe Preſents, and by their Signing and Sealing hereof, hath granted, bargained, ſold, aliened, appointed, releaſed, and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, appoint, releaſe, and confirm, unto the ſaid *W. C.* and *C. B.* (being Truſtees for that Purpoſe, by theſe Preſents appointed by the ſaid Dame *S. P. E. B.* and Sir *T. P.* and which the ſaid Dame *S. P. E. B.* and Sir *T. P.* do hereby appoint, purſuant to the ſaid Act, as may appear by their being Parties to theſe Preſents, and Signing and Sealing hereof,) and to their Heirs, all thoſe the aforeſaid Manors or Lordſhips of, *&c.* all which ſaid Premiſſes are now already, or are intended to be in the actual Poſſeſſion of the ſaid *W. C.* and *C. B.* by Vertue of a Bargain and Sale to them thereof made by Indenture, bearing Date the Day next before the Day of the Date of theſe Preſents, for one whole Year, commencing from the Feaſt of, *&c.* laſt paſt, before the Date of theſe Preſents, and by Force of the Statute for transferring of Uſes into Poſſeſſion, made and provided; and the Reverſion and Reverſions, Remainder and Remainders, Rents, *Iſſues*, and Profits of all and ſingular the ſaid Manors, Meſſuages, Lands, Tenements, and Hereditaments, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Property, Claim, and Demand whatſoever, both in Law and Equity, of him the ſaid Sir *G. P.* of, into, and out of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, *&c.* and every Part and Parcel thereof, **To have and to hold** the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, unto the ſaid *W. C.* and *G. B.* their Heirs and Aſſigns for ever,

ever, to and for the Uſes, upon the Truſts, and with and under the Proviſoes, Limitations, and Agreements, herein after expreſſed, declared, limited, and contained, of and concerning the ſame: And the ſaid Sir *G. P.* doth further by theſe Preſents, by and with the Conſents as aforeſaid, and teſtified as aforeſaid, and in Purſuance of the Power to him given for that Purpoſe by the ſaid Act, grant, aſſure, and convey unto the ſaid *W. C.* and *C. B.* and their Heirs, all and ſingular the ſaid Manors, Meſſuages, Tenements, Hereditaments, *&c.* with their and every of their Appurtenances, to and for the Uſes upon the Truſts, and with and under the Proviſoes, Limitations, and Agreements, herein after limited: And the ſaid Sir *G. P.* doth by this his Deed under his Hand and Seal, teſtified by three or more credible Witneſſes, limit, declare, and appoint, that from and after the Sealing and Executing of theſe Preſents the ſaid *W. C.* and *C. B.* and their Heirs, ſhall ſtand and be ſeiſed of all and ſingular the ſaid Premiſſes, and the ſame ſhall for ever hereafter remain, and be to the Uſes, upon the Truſts, and with and under the Proviſoes, Limitations and Agreements, herein after limited, (that is to ſay,) until the ſaid intended Marriage ſhall take Effect, to the ſame Uſes, Intents, and Purpoſes, as in and by the ſaid recited Indenture of Releaſe are mentioned and expreſſed, of and concerning the ſame Premiſſes reſpectively: And from and after ſuch his Marriage, then as for and concerning all that Meſſuage or Tenement, with a Barn, Stable, and Cloſe thereunto adjoining, at the Rent of, *&c.* **To the Uſe** and Behoof of the ſaid Dame *S. P.* for the Term of her natural Life, in full of her Jointure ſurrendered as aforeſaid, and in full Bar, Lieu, and Satisfaction of her Dower and Thirds

Thirds out of all or any the Lands, Tenements, and Hereditaments, late of the ſaid Sir *R. P.* her Husband, the ſame Premiſſes, ſo limited by theſe Preſents, in Purſuance of the ſaid Act of Parliament, to be ſaved harmleſs, and indemnified by the ſaid Sir *G. P.* for himſelf, his Heirs, and Aſſigns: And the ſaid Sir *G. P.* for himſelf, his Heirs and Aſſigns, doth hereby grant and agree to and with the ſaid Dame *S. P.* her, *&c.* to ſave harmleſs and indempnified the ſame, of, from, and againſt all Fee-farm Rents, and other Rents iſſuing or payable out of the ſame, or chargeable thereupon, or upon any Part thereof: And as for and concerning all other the Manors, Meſſuages, Lands, Tenements, and Hereditamens, aforeſaid, whereof no Uſe is herein before limited to the ſaid Dame *S.* for the Term of her natural Life, and which are not in Jointure to the ſaid Dame *M. P.* And as for the Lands, Tenements, and Hereditaments, limited to the ſaid Dame *S.* by theſe Preſents; and alſo the Lands, Tenements, and Hereditaments, in Jointure to the ſaid *M. P.* from and after the Determination of their reſpective Eſtates and Intereſts, therein for the Terms of their reſpective Lives, **To the Uſe** and Behoof of him the ſaid Sir *G. P.* during the Term of his natural Life, without Impeachment of or for any Manner of Waſte, and with full Power to commit Waſte: And from and after the End, Forfeiture, or other Determination of that Eſtate, then **To the Uſe** and Behoof of the ſaid *W. C.* and *C. B.* and their Heirs, during the Life of the ſaid Sir *G. P.* in Truſt, to preſerve the contingent Uſes and Eſtates herein after limited from being defeated and barred, and for that Purpoſe to make Entries and bring Actions as the Caſe ſhall require: But nevertheleſs, to permit and ſuffer the ſaid Sir *G. P.* and

and his Aſſigns, to receive and take the Rents, Iſſues and Profits thereof, during the Term of his natural Life: And from and after the Deceaſe of the ſaid Sir *G. P.* as for and concerning all that the Manſion-houſe of, *&c.* All the Lands not in Jointure to Dame *S. P.* and *M. P.* are comprized in theſe, *&c.* All which ſaid laſt-mentioned Premiſſes, are ſituate, *&c.* aforeſaid, ſome or one of them, and are of the yearly Value of, *&c.* or thereabouts, To the Intent and Purpoſe, That the ſaid *M. B.* ſhall and may during her natural Life, lawfully and peaceably have and receive out of all and ſingular the ſaid laſt mentioned Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, one yearly Rent or Sum of 500 *l.* at the two uſual Feaſts or Days of Payment in the Year (that is to ſay) the Feaſts of, *&c.* by even and equal Portions; The firſt Payment thereof to begin and to be made upon ſuch of the ſaid Feaſts as ſhall firſt happen after the Death of the ſaid Sir *G. P.* and ſuch Rent to be in Lieu and full Recompence and Satisfaction of her Dower and Thirds at the Common Law, which ſhe ſhall or may have or claim in or to all or any the Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, whereof or wherein the ſaid Sir *G. P.* her intended Huſband is or ſhall be ſeized of any Eſtate of Inheritance, either in Law or Equity during the Coverture between them; And in Default of Payment of ſuch yearly Rent, or any Part thereof, at either of the Feaſts aforeſaid, then it ſhall and may be lawful to and for the ſaid *M. B.* into the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo charged with the ſaid Rent of 500 *l. per Annum*, or into any Part thereof, and during ſuch Time only as they ſhall be chargeable to enter and diſtrain for the

the ſaid yearly Rent or Sum of 500 *l.* or any Part thereof, and the Diſtreſs and Diſtreſſes there to be had and taken, to lead, drive, carry away, impound and keep, until the ſaid yearly Rent, and all Arrears thereof, and all Coſts and Expences, for or by Reaſon of the ſame, ſhall be fully paid and ſatisfied; And as for and concerning all the Reſt and Reſidue of the aforeſaid Manors, Meſſuages, Lands, Hereditaments and Premiſſes from and after the Determination of the aforeſaid Eſtates reſpectively therein, (that is to ſay) from and after the Deceaſe of the ſaid *M. P.* Dame *S. P.* and Sir *G. P.* reſpectively at the End, Ceaſing, or other Determination of the foreſaid Term of fourſcore and eighteen Years, To the Uſe and Behoof of the firſt Son of the Body of the ſaid Sir *G. P.* on the Body of the ſaid *M. B.* to be begotten, and the Heirs Males of the Body of ſuch firſt Son lawfully iſſuing, and for Default of ſuch Iſſue, To the Uſe and Behoof of the ſecond Son of the Body of the ſaid Sir *G. P.* on the Body of the ſaid *M. B.* to be lawfully begotten, and the Heirs Males of the Body of ſuch third Son lawfully iſſuing: And for Default of ſuch Iſſue, To the Uſe and Behoof of the third Son of the Body of the ſaid Sir *G. P.* on the Body of the ſaid *M. B.* to be begotten, and the Heirs Males of the Body of ſuch third Son lawfully iſſuing: And for Default of ſuch Iſſue, To the Uſe and Behoof of the fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and all and every other the Son and Sons of the Body of the ſaid Sir *G. P.* on the Body of the ſaid *M. B.* to be begotten, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age, and Priority of Birth, and the Heirs Males of the Body of ſuch Son and Sons, lawfully iſſuing, the

Elder of ſuch Son and Sons, and the Heirs Males of his or their Bodies iſſuing, to be preferred, and to take before the Younger of ſuch Son and Sons, and the Heirs Males of his and their Bodies iſſuing; And for Default of ſuch Iſſue, if the ſaid *M. B.* ſhall happen to be enſeint with one or more Child or Children at the Time of the Deceaſe of the ſaid Sir *G. P.* then To the Uſe and Behoof of the ſaid *W. C.* and *C. B.* and their Heirs, until ſhe ſhall be delivered of ſuch Child or Children, or die, which ſhall firſt happen, in Truſt for ſuch after-born Child or Children; And if ſuch Child or Children happen to be a Son or Sons, then To the Uſe and Behoof of ſuch after-born Son and Sons ſucceſſively, as they ſhall be in Seniority of Age, and Priority of Birth, and the Heirs Males of the Body of ſuch Son and Sons lawfully iſſuing, the Elder of ſuch after-born Sons, and the Heirs Males of his Body iſſuing, to be preferred and to take before the Younger of ſuch Son and Sons, and the Heirs Males of his and their Bodies iſſuing; And for Default of ſuch Iſſue, To the Uſe and Behoof of the ſaid *L. B.* and *T. B.* (being Truſtees hereby nominated by the ſaid Dame *S. P. E. B.* and Sir *T. P.* purſuant to the ſaid Act of Parliament for the Purpoſes hereafter mentioned) and to their, *&c.* for and during the full Time and Term of 100 Years, from thence next enſuing, fully to be compleat and ended, ſubject nevertheleſs to the Truſts, Proviſoes and Conditions herein after declared and contained, of and concerning the ſame, and from and after the End, Ceaſing, or other Determination of the ſaid Term of 100 Years, To the Uſe and Behoof of the Heirs Male of the Body of the ſaid Sir *R. P.* lawfully to be begotten, and for Default of ſuch Iſſue, To the

Uſe

Uſe and Behoof of *R. P.* ſecond Son of the ſaid Sir *R. P.* and the Heirs Males of the Body of the ſaid *R. P.* the Son lawfully to be begotten, and for Default of ſuch Iſſue, To the Uſe and Behoof of *T. P.* third Son of the ſaid Sir *R. P.* and the Heirs Males of the Body of the ſaid *T. P.* lawfully to be begotten, and for Default of ſuch Iſſue, To the Uſe and Behoof of *W. P.* fourth Son of the ſaid Sir *R. P.* and the Heirs Males of the Body of the ſaid *W. P.* lawfully to be begotten; And for Default of ſuch Iſſue, To the Uſe and Behoof of *R. P.* Brother of the ſaid Sir *R. P.* and the Heirs Males of the Body of the ſaid *R. P.* lawfully to be begotten, And for Default of ſuch Iſſue, To the Uſe and Behoof of the ſaid Sir *G. P.* and his Heirs and Aſſigns for ever: And it is hereby agreed and declared by and between all and every the Parties to theſe Preſents, purſuant to the ſaid Act of Parliament, that the ſaid Term of 100 Years ſo limited to the ſaid *L. B.* and *T. B.* their Executors, Adminiſtrators and Aſſigns, as aforeſaid, is ſo limited to them in Truſt for the Raiſing of the Sums of Money hereafter mentioned, for the Daughters Portions of the ſaid Sir *G. P.* on the Body of the ſaid *M. B.* to be begotten, in caſe the ſaid Sir *G. P.* ſhall die, leaving no Iſſue Male begotten on the Body of the ſaid *M. B.* or in caſe ſuch Iſſue Male ſhall happen to die without Iſſue Male before he or they attain to the Age of one and twenty Years, and in caſe the ſaid Sir *G. P.* ſhould leave one or more Daughter or Daughters of his Body, of the Body of the ſaid *M. B.* begotten, *viz.* If there ſhall be only one ſuch Daughter, then the Sum of 4000 *l.* for the Portion of ſuch only Daughter, and to be paid unto her at her Age of 18 Years or Day of Marriage, which ſhall firſt happen, and

the Sum of 100 *l. per Annum*, for her Maintenance until ſuch Portion ſhall become payable, and be paid unto her; And if there ſhall be two Daughters, the Sum of 6000 *l.* to be equally divided betwixt them, and to be paid at their reſpective Ages of 18 Years or Days of Marriage, which ſhall firſt happen; and if either of them die before the Money paid, the Survivor to have 4000 *l.* only, and if there ſhall be more than two Daughters, then the ſaid 6000 *l.* to be equally divided amongſt them, and to be paid at their reſpective Ages of 18 Years, or Days of Marriage, which ſhall firſt happen: And upon this further Truſt, to pay unto ſuch Daughters for their reſpective Maintenance until her and their reſpective Portion and Portions ſhall reſpectively become payable, the Sum of 50 *l. per Ann.* a-piece, if there ſhall not be more than three Daughters, and if more than three, the Sum of 40 *l. per Annum*, a-piece. **Provided** always, and it is hereby declared, purſuant to the ſaid Act of Parliament, That in Caſe the ſaid Sir *G. P.* ſhall have Iſſue Male, and alſo younger Children begotten on the Body of the ſaid *M. B.* that then he the ſaid Sir *G. P.* ſhall have Power jointly with the ſaid *M. B.* (if ſhe ſhall be living,) or if dead, then with the Conſent of the ſaid Sir *W. B.* (he being nominated in and by theſe Preſents by the ſaid *D. S. P. E. B.* and Sir *Tho. P.* purſuant to the ſaid Act of Parliament, as a fit Perſon for that Purpoſe) by his the ſaid Sir *G. P.'s* Deed in Writing, or by his ſaid laſt Will and Teſtament, ſuch Deed or Will to be under the Hand and Seal of the ſaid Sir *G. P.* and to be atteſted by three or more credible Witneſſes, to charge all, or any of the ſaid Manors and Premiſſes, not impeaching the ſaid Jointures or Rent-charge with any Sum or Sums of Money, not exceeding the Sum of 5000 *l.*

for Portions for ſuch younger Sons and Daughters. And in caſe the ſaid *M. B.* and Sir *W. B.* ſhall be both dead, then the ſaid Sir *G. P.* to have Power to charge the ſame, as aforeſaid, alone. **Provided** alſo, and it is further declared, purſuant to the Act of Parliament aforeſaid, That if ſuch Perſon or Perſons, who ſhall be intereſted in, or entitled unto the Remainder or Reverſion of the Premiſſes immediately upon the ſaid Term of 100 Years expectant, do pay or ſecure to the Satisfaction of the Truſtees of the ſame Term, the Monies to be raiſed by Vertue of the ſame Term and Eſtate, That then the ſame Truſtees ſhall aſſign and ſurrender, or transfer the ſaid Term and Eſtate as the ſaid Perſon paying or ſecuring the ſaid ſeveral Sums intended to be raiſed, as aforeſaid, ſhall direct and appoint. **Provided** alſo, and it is hereby further declared, purſuant to the ſaid Act of Parliament, That if the ſaid Sir *G. P.* ſhall happen to ſurvive the ſaid *M. B.* and ſhall have Iſſue Male by her, and marry again, That then the ſaid Sir *G. P.* ſhall have Power and Authority to make a Jointure in any Part of the Premiſſes, not exceeding the yearly Value of 300 *l.* upon any ſecond or other Wife he ſhall hereafter marry, ſo as ſuch Jointure to be made, impeach not the former Jointure or Truſts and Charges as aforeſaid; and alſo ſhall have Power to make Leaſes without Prejudice to the ſaid Jointures or Rent-charges of all or any Part of the Premiſſes, except the Capital Meſſuage and Demeſnes of *Rattvn* for any Term, not exceeding 21 Years, but without Fine, and at the beſt improved Rent that may be had for the ſame, at the Time of the Making ſuch Leaſe or Leaſes, and with neceſſary Covenants for keeping and maintaining the Premiſſes in Repair, ſo as ſuch Leaſes be not made diſ-

puniſhable

punishable of Waste, and so as the Lessee and Lessees of such Lease and Leases, seal and execute Counterparts thereof. **And whereas** the said Sum of 4000 *l.* herein before mentioned, as the Marriage-Portion of the said *M. B.* will not be sufficient to satisfy the aforesaid Sum of 2000 *l.* for the Portion of the said *P.* and to make a compleat Provision for the said younger Brothers of the said Sir *G.* and pay for such Plate, Houshold-goods, Furniture, Stock of Cattle, and Implements of Husbandry as will be absolutely necessary and convenient for the said Sir *G. P.* and the said Sir *W. B.* hath agreed to lend unto him the Sum of 1000 *l.* more to supply the said Defect, the same being secured to be repaid unto him in such Manner as is hereafter mentioned. **And whereas** there is a Saving in the said Act of Parliament to the said *P.* and to all and every other Person and Persons (other than the Issue Male of the said Sir *R. P.* and other than the said *R. P.* and his Issue Male) of all the Estate, Right, Title, Interest, Claim and Demand, which they or any of them have, of, into, or out of any the said Manors, Messuages, Lands, Tenements, Hereditaments and Premisses, by Vertue whereof the Interest of the said *P.* for her 2000 *l.* Portion, and the Term limited to the Trustees for raising the same is preserved and in Being. **Now these Presents further Witness**, That the said Sir *G. P.* by and with the Consent of the said D. *S. P. E. B.* Sir *T. P.* doth hereby direct and appoint the said Sir *J. P.* and *R. W.* now Sir *R. W.* and the Survivor of them, his Executors, Administrators and Assigns, being the surviving Trustees of the aforesaid Term of fourscore and eighteen Years by the said Indenture of Release limited and created for the Raising of the said 2000 *l.* for the Portion of the said *P.* to assign and convey

the ſame Term unto the ſaid Sir *W. B.* his Executors, Adminiſtrators and Aſſigns, or unto ſuch Perſon or Perſons as he the ſaid Sir *W. B.* ſhall nominate and appoint, ſubject to a Condition to determine or make void the ſame, or that the ſame ſhall be furrendred unto the ſaid Sir *G. P.* his Heirs or Aſſigns, or reconveyed unto ſuch Perſon or Perſons as he the ſaid Sir *G. P.* his Heirs and Aſſigns ſhall nominate and appoint to attend and wait upon the Reverſion and Inheritance of the Premiſſes ſo limited for the ſaid Term of fourſcore and eighteen Years, immediately expectant upon the ſame Term, upon his the ſaid Sir *G. P.* his, *&c.* paying unto the ſaid Sir *W. B.* his, *&c.* the Sum of 1000 *l.* of lawful Money of *England*, within ſix Months next after the Deceaſe of the ſaid *M. P.* Widow, Grandmother of the ſaid Sir *G. P.* and Intereſt for the ſame in the mean Time, after the Rate of 5 *l. per Cent. per Annum*, and alſo upon his the ſaid Sir *G. P.* his, *&c.* ſaving harmleſs and keeping indemnified the aforeſaid Lands, Tenements and Hereditaments by theſe Preſents, and the Act of Parliament aforeſaid, ſettled on the ſaid Dame *S. R.* for the Term of her natural Life, from and againſt all Fee-farm Rents and other Rents iſſuing and payable out of the ſame, or chargeable thereupon, or upon any Part thereof. And whereas *E. S.* Widow, hath made her Will, and thereby deviſed unto the ſaid *M. B.* the Sum of 1000 *l.* as a Legacy, but being made acquainted with the aforeſaid intended Marriage of the ſaid *M.* is contented, and hath appointed the ſaid Sir *W. B.* to pay the ſame at this Time, as Part of her Portion, out of the Money of her the ſaid *E. S.* now in the Hands of the ſaid Sir *W. B.* Now it is hereby declared and agreed, That the ſaid 1000 *l.* in the Will of the ſaid *E. S.* mentioned to be deviſed

ſed to the ſaid *M. B.* is really included in the ſaid 4000 *l.* Portion; and in Caſe the ſaid *E. S.* ſhall not alter her Will, but the ſaid 1000 *l.* ſhall continue therein as a Legacy deviſed to the ſaid *M. B.* yet the ſaid *M. B.* is not to receive the ſame, or claim any Right thereunto, in Caſe the now intended Marriage take Effect, and the ſaid 4000 *l.* Portion be paid, but the ſame is to be releaſed by the ſaid Sir *G. P.* and no Advantage is to be taken by the ſaid *M. B.* or any other in her Right of the ſaid Deviſe. And in Caſe the ſaid *E. S.* ſhall alter her Will, whereby the ſaid 1000 *l.* ſhall not continue therein as a Legacy deviſed to the ſaid *M. B.* yet nevertheleſs the ſaid Sir *G. P.* is to retain and keep the ſaid Sum of 4000 l. Marriage-Portion of the ſaid *M. B.* and every Part thereof.

In witneſs, &c.

Mr. P.'s Deed of Settlement, in Purſuance of an Act of Parliament.

THIS INDENTURE *Quadripartite*, made, *&c.* Between *R. P.* of *S.* and *H.* his Wife, of the firſt Part, *W. W.* of *W.* Eſq; and *W. W.* the younger, Son and Heir apparent of the ſaid *W. W.* Eſq; of the ſecond Part; *W. F.* of, *&c.* Eſq; and *G. T.* of, *&c.* Eſq; of the third Part; and *J. A.* of, *&c.* Eſq; and *J. B.* of, *&c.* of the fourth Part. WHEREAS by an Act of Parliament made, entituled, *An Act to enable Truſtees to ſell Part of the Lands and Tenements of* M. P. *Eſq; and* R. P. *Gent. for the Payment of Debts, and to ſettle the reſt of their Lands upon the ſaid* M. *and* R. *and the Wife of the ſaid* R. *and their Iſſue:* It was, amongſt other Things, enacted, That the Manor, Lordſhip, Capital Meſſuage, Farm and Demeſne Lands of, *&c.* and all other the Lands, Tenements and Hereditaments whereof *B. P.* late Grandfather of the ſaid *R. P.* died ſeized of, or otherwiſe entituled unto any Eſtate of Inheritance in Poſſeſſion, Reverſion or Remainder in, *&c.* or any or either of them, in the ſaid County of, *&c.* and all other the Lands, Tenements, and Hereditaments of the ſaid *W. P.* and *R. P.* or either of them, whereof or wherein they or either of them ſtood ſeized of, or otherwiſe entituled unto any Eſtate of Inheritance, either in Law or Equity, ſituate, *&c.* aforeſaid, ſhould be, and were thereby veſted in the ſaid *W. W.* the Father, and *W. W.* the Son, and *C. R.* and their Heirs, amongſt divers other Uſes and Truſts, TO THE USE of the ſaid *R. P.* for and during the Term of

Recital of an Act of Parliament.

Eſtate ſettled on Truſtees.

Uſes declared.

of 99 Years, if the ſaid *R. P.* ſhould ſo long live, without Impeachment of Waſte, and from and after the Determination of that Eſtate, To the Uſe and Behoof of the ſaid *W. W.* the Father, and *W. W.* the Son, and their Heirs, during the Life of the ſaid *R. P.* in Truſt, to preſerve contingent Uſes and Eſtates in the ſaid recited Act limited and declared from being defeated or deſtroyed: And from and after the Deceaſe of the ſaid *R. P.* To the Uſe and Behoof of the ſaid *A.* for her Life for her Jointure, and in Bar of her Dower, out of the Eſtate of the ſaid *R. P.* And from and after the Deceaſe of the ſaid *A.* then To the Uſe and Behoof of the firſt, ſecond, third, fourth, fifth, and all and every other Son and Sons of the Body of the ſaid *R. P.* on the Body of the ſaid *A.* to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they, and every of them ſhould be in Seniority of Age, and Priority of Birth, and the ſeveral and reſpective Heirs Males of the Body and Bodies of ſuch Son and Sons lawfully iſſuing. And for Default of ſuch Iſſue, To the Uſe and Behoof of the ſaid *W. W.* the Father, and *W. W.* the Son, for and during the full Time and Term of 200 Years from thence next enſuing fully to be compleat and ended, without Impeachment of or for any Manner of Waſte, in Truſt to raiſe the Sum of 2000 *l.* for the Daughters Portions of the ſaid *R. P.* by the ſaid *A.* his Wife, and ſubject to the Payment of 1000 *l.* to the ſaid *W. W.* the Father, his, *&c.* in caſe the ſaid *A.* ſhall die without Iſſue by the ſaid *R. P.* And from and after the Determination of that Eſtate, then To the Uſe and Behoof of the ſaid *R. P.* and the Heirs Males of his Body lawfully to be begotten, with divers Remainders over, as by the ſaid Act of Parliament, Relation being thereunto

Upon *R. P.* for 99 Years.

Then to the Uſe of Truſtees to preſerve the contingent Uſes.

After the Death of *R P.* then to the Uſe of his Wife for Life, for her Jointure.

Then to the Uſe of the firſt Son, *&c.*

For Default of Iſſue Male, to the Uſe of Truſtees for 200 Years, in Truſt to raiſe 2000 *l.* for Daughters Portions, and to pay a Debt of 1000 *l.*

had amongſt other Things, more fully and at Large it doth and may appear. **And whereas** the ſaid *M. P.* the Elder is ſince dead, and the ſaid *R. P.* hath not any Iſſue by the ſaid *A.* his Wife. **Now this Indenture witneſſeth,** That for Barring of all Eſtates Tail and Remainders thereupon expectant, and for the Settling of the Premiſſes in ſuch Manner as is therein after expreſſed, and for and in Conſideration of ſuch Settlement ſo to be had and made, and of the Sum of 5 *s.* a-piece of lawful Money of *England* to them the ſaid *R. P.* and *A.* his Wife, *W. W.* the Father, and *W. W.* the Son reſpectively in Hand paid by the ſaid *W. F.* and *G. T.* at or before the Enſealing or Delivery of theſe Preſents, the Receipt whereof they do hereby reſpectively acknowledge. They the ſaid *R. P.* and *A.* his Wife, *W. W.* the Father, and *W. W.* the Son, do and every of them doth covenant, grant and agree to and with the ſaid *W. F.* and *G. T.* their Heirs and Aſſigns, that they the ſaid *R. P.* and *A.* his Wife, *W. W.* the Father, and *W. W.* the Son ſhall and will on this Side, and before the End of this preſent *Trinity*-Term acknowledge and levy before the Juſtices of the Court of *Common Pleas* at *Weſtminſter* in due Form of Law, one or more Fine or Fines *ſur Cogn' de droit come ceo, &c.* whereupon Proclamation ſhall or may be had, according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of ſuch Fines in ſuch Caſe uſed unto the ſaid *W. F.* and *G. T.* and the Heirs of one of them of all, *&c.* by ſuch apt and convenient Name or Names, Number of Meſſuages, Quantities and Qualities, and other Deſcriptions to aſcertain the ſame, and in ſuch Manner and Form as ſhall be thought meet, which ſaid Fine or Fines, ſo as aforeſaid, or in any other Manner, to be had and levied, and

Witneſſeth.

Conſideration.

Suffer a Fine.

all

all other Fine and Fines heretofore had and levied of the ſaid Manor or Lordſhip, Capital Meſſuage, Farm and Demeſne-Lands, Tenements and Hereditaments, and the full Force, Benefits and Effect of the ſame, and every of them are, and by all the Parties to theſe Preſents are hereby declared, and ſo are and were meant and intended to be and enure, and the Cogniſee and Cogniſees in ſuch Fine and Fines named, or to be named, and their Heirs ſhall ſtand and be ſeiſed of all and ſingular the ſaid Manor or Lordſhip, Demeſne-Lands, Farm-Lands, Tenements, Hereditaments and Premiſſes of every Part and Parcel thereof, To the Uſe and Behoof of the ſaid *W. F.* and *G. T.* their, *&c.* to the Intent and Purpoſe, that by Vertue of the ſaid Fine the ſaid *W. F.* and *T. G.* may become perfect Tenants of the Freehold of the ſaid Manor or Lordſhip, Demeſne-Lands, Farm-Lands, Tenements, Hereditaments and Premiſſes, and of every Part and Parcel thereof, in order to the Suffering and Perfecting of one or more Common Recovery or Recoveries thereof to the Uſe therein after mentioned. And for that Purpoſe it is hereby covenanted and agreed by and between all the ſaid Parties to theſe Preſents, that one or more Writ or Writs of Entry, *ſur diſſeiſin en le poſt*, ſhall or may on this Side, and before the End of this preſent *Trinity*-Term be brought and proſecuted out of the High Court of *Chancery*, returnable before the Juſtices of the Court of *Common Pleas* at *Weſtminſter* at ſome Return-day of this preſent *Trinity*-Term by the ſaid *J. A.* and *J. B.* againſt the ſaid *W. F.* and *G. T.* or the Survivor of them, wherein the ſaid *J. A.* and *J. B.* ſhall and may demand againſt the ſaid *W. F.* and *G. T.* or the Survivor of them, all and ſingular the ſaid Manors, Lordſhip, Demeſne-Lands

Lands, Farm-Lands, Tenements, Hereditaments and Premiſſes, and every of them, by ſuch apt and convenient Names, Number of Meſſuages, Quantities and Qualities of Land, and other Deſcriptions to aſcertain the ſame, as ſhall be thought meet. To which ſaid Writ or Writs the ſaid *W. F.* and *G. T.* or the Survivor of them, ſhall appear *gratis*, and vouch to Warranty the ſaid *R. P.* who ſhall alſo appear *gratis* in Perſon, and enter into the Warranty, and vouch over to Warranty the Common Vouchee of the ſame Court, who ſhall alſo appear and enter *gratis* into the Warranty, and imparl, and after Imparlance ſhall make Default, and depart in Contempt of the Court, ſo as Judgment may be thereupon had and given for the ſaid *J. A.* and *J. B.* to recover the ſaid Manor, Lordſhip, Capital Meſſuage, Demeſne Lands, Farm Lands, Tenements, Hereditaments and Premiſſes intended to be comprifed in the ſaid Recovery or Recoveries againſt the ſaid *W. F.* and *G. T.* or the Survivor of them, and for them, or the Survivor of them, to recover in Value againſt the ſaid *R. P.* and for the ſaid *R. P.* to recover in Value againſt the ſaid common Vouchee, and that Execution may be thereupon awarded and had accordingly; And all and every other Act and Thing may be done and executed needful for the Suffering, Perfecting and Executing ſuch Common Recovery or Recoveries of the ſaid Manor or Lordſhip, Capital Meſſuage, Demeſne Lands, Farm Lands, Tenements, Hereditaments and Premiſſes, with Vouchers, as aforeſaid, according to the Courſe of Common Recoveries in ſuch Caſe had. And it is hereby declared, concluded, and fully agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid Recovery and Recoveries, ſo as aforeſaid, or in any other Manner to

be had, ſuffered and executed, of the ſaid Manor or Lordſhip, Capital Meſſuage, Demeſne Lands, Farm-Lands, Tenements, Hereditaments and Premiſſes. And alſo from and after the perfecting of ſuch Common Recovery or Recoveries, the ſaid Fine and Fines, Recovery and Recoveries, and all other Fine and Fines, Recovery and Recoveries, Conveyances and Aſſurances whatſoever already had, made, acknowledged, ſuffered or executed, or hereafter to be had, made, acknowledged, ſuffered or executed, of the ſaid Manor or Lordſhip, Capital Meſſuage, Demeſne Lands, Farm-Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they, or any of them are, or ſhall be Parties or Privies, are and ſhall be and enure, and are and ſhall be deemed, expounded, conſtrued and taken, and were meant and intended to be and enure. And the Recoveror and Recoverors in the ſaid Recovery and Recoveries named or to be named, ſhall ſtand and be ſeized of the ſaid Manor or Lordſhip, Capital Meſſuage, Demeſne Lands, Farm-Lands, Tenements, Hereditaments and Premiſſes whereof ſuch Recovery or Recoveries are or ſhall be ſuffered or executed, and every of them, and of every Part and Parcel thereof, to and for the ſeveral Uſes, Intents and Purpoſes herein after expreſſed, limited and declared of and concerning the ſame; that is to ſay, As for and concerning All that, *&c.* [*there particularly mention the Premiſſes out of which the Money is deſigned to be raiſed*] **To the Uſe** and Behoof of the ſaid *W. W.* the Father, and *W. W.* the Son, and *R. P.* their, *&c.* for ever; **In Truſt** nevertheleſs, and to the Intent and Purpoſe that they the ſaid *W. W.* the Father, *W. W.* the Son, and *R. P.* and the

the Survivors and Survivor of them, and his Heirs do and ſhall by Leaſe or Mortgage of the ſaid laſt mentioned Premiſſes, or of a competent Part thereof, or by an abſolute Sale thereof, or a competent Part thereof, and by and with the Rents, Iſſues and Profits thereof, in the mean Time raiſe and levy the Sum of 600 *l.* and do, and ſhall pay and apply the ſame for and towards the Satisfaction and Diſcharge of the Debts of the ſaid *R. W.* in ſuch Order as to them the ſaid *W. W.* the Father, *W. W.* the Son, and *R. P.* and the Survivors and Survivor of them and his Heirs ſhall ſeem meet. And upon this further Truſt, and to the Intent and Purpoſe that after the ſaid Sum of 600 Pounds ſhall be raiſed and levied, they the ſaid *W. W.* the Father, *W. W.* the Son, and *R. P.* and the Survivors and Survivor of them and his Heirs do and ſhall convey and aſſure the ſaid laſt mentioned Premiſſes, or ſo much thereof as ſhall not be diſpoſed of for the Purpoſes aforeſaid, to and for the ſame Uſes upon the Truſts, and with and under the *Proviſoes*, Limitations and Agreements as are herein after limited and declared of and concerning the ſaid Manor or Lordſhip and Capital Meſſuage of, *&c.* and the Reſt and Reſidue of the ſaid Demeſne Lands, Farm-Lands, Tenements, Hereditaments, and other the Premiſſes herein after mentioned; and to and for none other Uſe, Intent or Purpoſe whatſoever. And as for and concerning the ſaid Manor or Lordſhip, the Capital Meſſuage, and the Reſt and Reſidue of the ſaid Demeſne Lands, Farm Lands, Tenements, Hereditaments and Premiſſes, with their, and every of their Appurtenances, and every Part and Parcel thereof, To the Uſe and Behoof of the ſaid *R. P.* for and during the Term of 99 Years, if he the ſaid *R. P.* ſhall ſo long

Stand ſeiſed of.

To the Uſe of *R. P.* for 99 Years.

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live, without Impeachment of or for any Manner of Waſte: And from and after the Determination of that Eſtate, To the Uſe and Behoof of the ſaid *W. W.* the Father, and *W. W.* the Son, and their Heirs, during the Life of the ſaid *R. P.* in Truſt, to preſerve and ſupport the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries, and bring Actions, as the Caſe ſhall require: But nevertheleſs, to permit and ſuffer the ſaid *R. P.* and his Aſſigns, during the Term of his natural Life, to receive and take the Rents, Iſſues and Profits thereof to his own Uſe and Benefit; And from and after the Deceaſe of the ſaid *R. P.* To the Uſe and Behoof of the ſaid *A.* the Wife of the ſaid *R. P.* for and during the Term of her natural Life for her Jointure, and in full Recompence and Bar of her Dower and Thirds at the Common Law, which ſhe ſhall or may have or claim out of all or any of the Manors, Meſſuages, Lands, Tenements, and Hereditaments, whereof or wherein the ſaid *R. P.* her Husband hath or may have or claim any Eſtate of Inheritance, either in Law or Equity, during the Coverture between them: And from and after the Deceaſe of the ſaid *A.* then To the Uſe and Behoof of the firſt, ſecond, third, fourth, fifth, and all and every the Son and Sons of the Body of the ſaid *R. P.* on the Body of the ſaid *A. P.* to be begotten, ſeverally and ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age, and Priority of Birth, and the ſeveral and reſpective Heirs Males of the Body and Bodies of ſuch Son or Sons lawfully iſſuing, the Elder of ſuch Sons, and the Heirs Males of his Body iſſuing, to be preferred, and take before the Younger of ſuch Son and Sons, and the Heirs Males of his and their

To the Uſe of Truſtees to preſerve contingent Uſes.

Then to the Wife for Life.

Then to the Sons in Order.

For Want of Heirs Male, then to Truſtees for 300 Years.

their Bodies iſſuing: And for Default of ſuch Iſſue, then **To the Uſe** and Behoof of the ſaid *W. W.* the Father, and *W. W.* the Son, for and during the full Time and Term of three Hundred Years, without Impeachment of or for any Manner of Waſte upon Truſt nevertheleſs, and to and for the ſeveral Intents and Purpoſes hereinafter limited and declared of and concerning the ſame: And from and after the Determination of that Eſtate, then **To the Uſe** and Behoof of the ſaid *R. P.* his, *&c.* for ever, and to and for no other Uſe, Intent, or Purpoſe whatſoever. And as for and concerning the ſaid Term of three Hundred Years, it is hereby declared, That the ſame is ſo limited upon Truſt, that the ſaid *W. W.* the Father, and *W. W.* the Son, their, *&c.* in caſe there ſhall be one or more Daughter or Daughters of the Body of the ſaid *R. P.* on the Body of the ſaid *A.* begotten at the Time of Failure of ſuch Iſſue Male, or at any Time after do and ſhall, out of the Rents, Iſſues, and Profits of the Premiſſes ſo limited to them for the Term of three Hundred Years, and by Grant of Copies of Cuſtomary and Copyhold Eſtates, Parcel of the ſame Premiſſes, according to the Cuſtom of the ſaid Manor of, *&c.* or by Sale or Mortgage of the ſaid Term of three Hundred Years of and in the ſame Premiſſes limited to them, as aforeſaid, for the ſaid Term of three Hundred Years, or of a competent Part thereof, raiſe and levy ſuch Sums of Money for the Portion of ſuch Daughter and Daughters as are herein after expreſſed, (that is to ſay,) in caſe there ſhall be only one ſuch Daughter, the Sum of 2000 *l.* of lawful *Engliſh* Money, for the Portion of ſuch only Daughter, to be paid unto her at her Age of 21 Years, or Day of Marriage, which ſhall firſt happen. And if there ſhall be two or more ſuch Daughters

Then to *R. P.* his Heirs and Aſſigns for ever.

Truſtees by Sale, or otherwiſe, to raiſe Daughters Portions.

Portions, when paid.

Daughters, then the like Sum of 2000 *l.* for the Portion of ſuch Daughters to be paid unto them, and equally divided amongſt all and every ſuch Daughters when they ſhall reſpectively attain to the Age of 21 Years, or be married, which ſhall firſt happen, Share and Share alike; ſo always, that in caſe any of the ſaid Daughters ſhall happen to die before her or their Portion ſhall become payable, as aforeſaid, then the Portion or Portions of her or them ſo dying ſhall go and be paid unto, and be equally divided amongſt the Survivor and Survivors of ſuch Daughter and Daughters, when the original Portion of ſuch ſurviving Daughter and Daughters ſhall become payable, as aforeſaid. **Provided** always, That in caſe all the ſaid Daughters ſhall happen to die before any of the ſaid Portions ſhall become payable, as aforeſaid, then the ſaid Portions ſhall not be raiſed, but ſhall ceaſe for the Benefit of the Perſons in Reverſion or Remainder of the ſame Premiſſes immediately expectant upon the Determination of the ſaid Term of three Hundred Years. **Provided always**, That none of the ſaid Portions ſhall be raiſed until ſome of the ſaid Portions ſhall become payable, as aforeſaid. **Provided** alſo, That if none of the ſaid Portions ſhall become payable, then the ſaid Term of three Hundred Years ſhall attend and wait upon the Reverſion and Inheritance immediately expectant upon the Determination thereof; **Subject** nevertheleſs to the Payment of the Sum of 1000 *l.* herein after mentioned, to be paid unto the ſaid *W. W.* the Father, *&c.* upon the Contingency herein after, for that Purpoſe mentioned. And upon this further Truſt, and to the Intent that they, the ſaid *W. W.* the Father, and *W. W.* the Son, and the Survivor of them, ſhall out of the Rents and Profits of the ſame Premiſſes allow,

When any Daughter dies, her Portion to be equally divided amongſt the Survivors.

Proviſo, that if all the Daughters die before the Portions are payable, then it ſhall go to the Perſon in Reverſion.

Subject to the Payment of 1000 *l.*

Truſtees to maintain the Daughters, &c.

low for and towards the Maintenance of ſuch Daughters, over and beſides their reſpective Portions, until her or their reſpective Portion or Portions ſhall become due and payable as aforeſaid, ſuch yearly Sums of Money for the Maintenance of ſuch Daughter and Daughters as to the ſaid Truſtees ſhall ſeem meet, ſo as ſuch yearly Maintenance exceed not the Intereſt of their ſaid Portions, at the Rate of four Pounds *per Cent. per Annum*. And upon this further Truſt, and to the Intent and Purpoſe, That if it ſhall happen the ſaid *A.* the Wife of the ſaid *R. P.* do die without any Iſſue of her Body, begotten by the ſaid *R. P.* that ſhall be living at the Time of her Deceaſe, that they, the ſaid *W. W.* the Father, and *W. W.* the Son, ſhall out of the aforeſaid Premiſſes ſo limited to them for the Term of 300 Years, either by Sale or Mortgage thereof, or of a competent Part thereof, levy and pay unto the ſaid *W. W.* the Father, *&c.* the Sum of 1000 *l.* of lawful Money of *England*. Provided always, That it ſhall and may be lawful to and for the ſaid *W. W.* the Father, and *W. W.* the Son, their, *&c.* by and out of the Premiſſes ſo limited to them for the ſaid Term of 300 Years, aforeſaid, to reimburſe themſelves all ſuch Coſts, Loſs, Damage, and Expence, as they, or any of them, ſhall be put unto or ſuſtain by Reaſon of the Truſt thereby in them repoſed, or the Execution thereof, or any Thing relating thereunto; And that no one of them ſhall be chargeable or anſwerable for the Receipts, Diſburſements, Acts, or Deeds of the other of them, nor for any more Money than ſhall actually come to their Hands by Reaſon of the Truſts aforeſaid, or for any other Loſs that ſhall happen therein without their wilful Default, any Thing herein contained to the contrary hereof, in any wiſe notwithſtanding

Truſtees to be allowed all Charges relating to the Truſt.

That neither be anſwerable for the other.

withſtanding. Provided always, That it ſhall and may be lawful to and for the ſaid *R. P.* at any Time, during his Life, by any Writing under his Hand and Seal to be by him ſubſcribed and ſealed in the Preſence of three or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, to be by him ſigned, publiſhed, and declared, in the Preſence of the like Number of Witneſſes, without Prejudice to the Jointure of the ſaid *A.* to charge all or any of the ſaid Manor or Lordſhip, Capital Meſſuage, and the ſaid Reſt and Reſidue of the ſaid Demeſne Lands, Farm-Lands, Tenements, Hereditaments, and Premiſſes, with their and every of their Appurtenances, and every or any Part or Parcel thereof, with the Payment of any Sum or Sums of Money, not exceeding the Sum of 1500 *l.* of lawful Money of *England*, for the Portion or Portions of Daughters and younger Sons of the ſaid *R. P.* on the Body of the ſaid *A.* to be begotton, payable, and to be paid at ſuch Times, and in ſuch Proportions as to the ſaid *R. P.* ſhall ſeem meet, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, That it ſhall and may be lawful to and for the ſaid *R. P.* and *A.* his Wife, reſpectively from Time to Time, and at all Times during their reſpective Lives, as they ſhall reſpectively be in the actual Poſſeſſion of the ſaid Manor or Lordſhip, Capital Meſſuage, and the ſaid Reſt and Reſidue of the ſaid Demeſne Lands, Farm-Lands, Tenements, Hereditaments, and Premiſſes, or any of them, which for the Space of twenty Years laſt paſt, before the Date hereof, have been letten at the old uſual Rents, upon Fine by Indenture under their reſpective Hands and Seals to leaſe the ſame, or any Part or Parts thereof, to any Perſon or Perſons, for any

Proviſo, That the Husband may charge the Eſtate with 1500 *l.* without Prejudice to the Wife's Jointure.

Proviſo, That it ſhall be lawful for Husband and Wife to make Leaſes, &c.

Term of Years, not exceeding 99 Years, determinable upon the Death of one, two, or three Perſon or Perſons in Poſſeſſion, Reverſion, Remainder, or Expectancy, ſo as upon every ſuch Leaſe ſo to be made, there be reſerved and made payable, during the Continuance of ſuch Leaſes, ſo much Rent as is now reſerved upon the ſame, or more, or a juſt Proportion of ſuch Rent, according to the Value of the ſame Premiſſes ſo to be leaſed; And ſo as ſuch Leaſe or Leaſes be not made diſpuniſhable of Waſte; and ſo as there be not any more than three Lives in Being upon any one Leaſe at one Time; and ſo as in every ſuch Leaſe and Leaſes ſo to be made, there be contained ſuch Covenants and Proviſoes as are uſual in ſuch Caſes; and ſo as the Leſſee and Leſſees of ſuch Leaſe and Leaſes ſeal and execute Counterparts thereof.

In Witneſs, &c.

WILLS.

Mr. W.'s Will.

IN the Name of God, Amen, I *W. W.* the Elder of, *&c.* being at preſent in good Health, but conſidering the Uncertainty of Life, and Certainty of Death, do make and ordain this my Laſt Will and Teſtament as followeth: I commit my Soul into the Hands of God my Creator, and my Body to the Earth, to be buried in decent Manner, hoping through the Satisfaction and Righteouſneſs of Chriſt, my Redeemer, to be made Partaker of eternal Happineſs. And as for my Eſtate, real and perſonal, I diſpoſe thereof as followeth: *Imprimis*, Whereas my Son-in-Law *J. M.* Eſq; is indebted to me, and unto divers other Perſons in Truſt for me, in divers Sums, for Part whereof Judgments have been already recovered, and other Part thereof being ſecured to me by a Leaſe of ſome Part of the Eſtate of the ſaid *J. M.* and an Account of the Reſidue thereof being not yet ſtated, it's my Will and Deſire, and I do hereby deviſe and bequeath, that in caſe I ſhall receive any Part of the ſaid Debts and Sums of Money before my Deceaſe, that my Executor, hereafter named, do, with as much convenient Speed as may be, after my Deceaſe, proceed to recover and receive the Remainder of the Money ſo due unto me from my ſaid Son-in-Law *J. M.* and do and ſhall diſpoſe of the ſame when it ſhall be ſo recovered or received; and alſo, in the mean Time, of ſo much of the ſaid Debts and Sums of Money as I ſhall have received in my Life-time, if any

Monies deviſed to be put out at Intereſt, &c.

ſhall have been received, with as much convenient Speed as may be, at Intereſt upon Securities, and do and ſhall from Time to Time diſpoſe of, pay and apply the Intereſt and Proceed thereof unto ſuch Perſon and Perſons, and to and for ſuch Uſes, Intents, and Purpoſes, and in ſuch Parts, Proportions, Manner, and Form, as my Daughter *J. M.* Wife of the ſaid *J. M.* ſhall, notwithſtanding her Coverture, and whether ſhe be ſole or married, from Time to Time, and at any Time or Times during her Life, by any Writing or Writings under her Hand and Seal, to be by her Signed and Sealed in the Preſence of two or more credible Witneſſes, nominate, direct, limit, or appoint, to the Intent that the ſame may not in any Sort be liable or ſubject to the Controul, Intermeddling, Debts, Forfeitures or Engagements of my ſaid Son-in-Law *J. M.* his, *&c.* **Provided** always, and I do hereby declare, That the Receipt in Writing of my ſaid Daughter *J. M.* under her Hand for the ſaid Intereſt and Proceed, ſhall be a ſufficient Diſcharge to my ſaid Executor for the ſame, or ſo much thereof as ſhall be ſo paid, and ſuch Receipt given for. And from and after the Deceaſe of my ſaid Daughter *J. M.* I deſire and appoint, that the principal Sums ſo placed out, or to be placed out, and ſo much of the Intereſt and Proceed thereof as ſhall be then unpaid, if any there be, be paid and diſpoſed of unto my Grandaughters *M. M.* and *J. M.* to be equally divided between them, to whom I do hereby will and deviſe the ſame. **Provided** always, That if either of my ſaid Grandaughters ſhall happen to die, without leaving any Iſſue of her Body begotten before the ſaid principal Sums ſhall become payable to her or them, as aforeſaid, then my Will and Deſire is, that the Share of

Not to be liable to the Controul of her Huſband. *&c.*

The Principal after the Feme's Death, to her Daughters.

of her ſo dying ſhall go unto, and be paid to the Survivor of my ſaid Grandaughters. **Provided** alſo, That in Caſe both my ſaid Grandaughters ſhall happen to die before the ſaid principal Sums ſhall become payable, as aforeſaid, without leaving Iſſue of their reſpective Bodies begotten, then my Will and Deſire is, and I do hereby Will and deviſe, that the ſaid principal Sums ſhall go to my Executor. **Provided** alſo, and I do hereby declare, That if at any Time any Loſs ſhall happen of the ſaid principal Sums, or any Part thereof, or of the Intereſt or Proceed thereof, without the wilful Neglect or Default of my Executor, by Failure of the Securities upon which the ſame ſhall or may be placed out, yet notwithſtanding my Executor, or his Executor or Adminiſtrator, ſhall not be charged or chargeable to make good any ſuch Loſs. **Provided** moreover, That in Caſe my ſaid Daughter *J. M.* ſhall in her Life-time, for the Advancement of my ſaid Grandaughters, or either of them in Marriage, be deſirous that the ſaid principal Money, or any Part thereof, ſhall be paid as a Marriage-Portion or Portions of my ſaid Grandaughters or Grandaughter, and ſhall ſignify ſuch her Deſire unto my ſaid Executor, his Executors or Adminiſtrators, by Note in Writing under her Hand and Seal, to be ſigned and ſealed by her in the Preſence of three or more credible Witneſſes, my Will and Deſire is, and I do hereby deviſe, that my ſaid Executor do cauſe ſo much of the ſaid principal Monies to be paid according to ſuch Deſire. **Provided** always, That neither of my ſaid Grandaughters ſhall have more appointed by my ſaid Daughter for her Portion than the Share deviſed to ſuch Grandaughter, in caſe of the Death of my ſaid Daughter. **Item**, My Will and Deſire is, That

Proviſo, That if any of the Money to be placed out at Intereſt happen to be loſt, the Truſtees ſhall not be chargeable to make good the ſame.

In Caſe any of the Daughters marry, ſuch Part of the Principal to be paid as the Mother ſhall deſire by Writing, &c.

my Executor do immediately after my Decease, pay and apply the Sum of 100 *l.* unto such Person and Persons, and for such Uses, Intents, and Purposes, as the said *J. M.* my Daughter, notwithstanding her Coverture, by any Note or Notes in Writing, signed by her in the Presence of two or more credible Witnesses, shall direct, nominate, or appoint, to the Intent the same may be disposed of for Mourning and other Conveniences for her. Item, I give unto my said Grandaughter *M. M.* and *J. M.* the Sum of 50 *l.* a-piece to buy them Mourning. Item, I give unto my Grandson *W. W.* the Sum of 100 *l.* Item, I give unto my Grandson *T. W.* the Sum of 500 *l.* to be paid unto him at the Age of 21 Years. And my Will and Desire is, in case my Grandson *T. W.* shall happen to die before the said Sum of 500 *l.* shall become payable, that the same go and be paid unto his Brother *W. W.*

A Devise of an Annuity.

Item, I give unto my Sister *E. W.* Spinster, one Annuity, or yearly Payment of 100 *l. per Annum*, to be paid unto her by equal quarterly Payments, *viz.* at the Feasts of, *&c.* the first Payment to begin, and to be made on such of the said Feasts as shall next happen after my Decease. And I further give unto her the Sum of 100 *l.* in full Discharge of all Sum and Sums of Money due and owing from me to her.

A Devise of an Annuity to a Feme Covert, so that it may not be liable to the Controul of her Husband.

Item, It is my Will and Desire, and I do hereby will and devise, that the Sum of 20 *l.* by equal quarterly Payments, (*viz.*) at the Feasts beforementioned be paid, applied, and disposed of by my Executor, during the Life of *M. L.* Wife of *C. L.* of, *&c.* Gent. to such Person and Persons, and for such Uses, Intents, and Purposes, as the said *M. L.* notwithstanding her Coverture, and whether she shall be sole or married, by any Note in Writing to be signed by her in the Presence

ſence of two or more credible Witneſſes, ſhall direct, nominate and appoint, to the Intent that the ſame may not be ſubject or liable to the Controul, Intermedling, Debts, Forfeitures or Engagements of the ſaid *C. L.* his, *&c.* the firſt Payment to be made on ſuch of the ſaid Feaſts as ſhall next happen after my Deceaſe, Provided always, and I do hereby declare, That the Receipt of the ſaid *M. L.* in Writing under her Hand for the ſame, or ſo much thereof, for which ſuch Receipt ſhall be given, ſhall be a ſufficient Diſcharge to my Executor, his Executors and Adminiſtrators for the ſame. Item, I remit unto my Couſin Mrs. *A. P.* all ſuch Sum and Sums of Money as ſhe owes unto me; and I give unto her, and each and every of her Children, the Sum of 5 *l.* a-piece to buy them Mourning. Item, I give unto my Gardener *R. M.* the Sum of 20 *l.* in full of all Accompts; To each and every of my Domeſtick Servants (to whom I have not herein before given Legacies) the Sum of 40 *l.* a-piece; and I deſire my Executor to give them all Mourning. Item, I give unto the poor Houſe-keepers of the Pariſh of, *&c.* the Sum of 10 *l.* to be diſtributed amongſt them by the Overſeers of the Poor of the ſaid Pariſh. It is my Will and Deſire, That in caſe my perſonal Eſtate ſhall fall ſhort, and not ſufficient for the Payment of my Debts and Legacies, that then my Meſſuages, Lands, Tenements and Real Eſtate ſhall, in Aid of my perſonal Eſtate, be ſubject and liable to the Payment of my ſaid Debts and Legacies; All the Reſt and Reſidue of my Goods, Chattels and Perſonal Eſtate, after Payment of my ſaid Debts and Legacies, and all my Manors, Meſſuages, Lands, Tenements, Rectories, Tithes, Advowſons and Hereditaments whatſoever; And all my Cuſtomary and Copyhold

Subjects his Real Eſtate, in Aid of his Perſonal, to pay his Debts and Legacies.

After Payment of his Debts, *&c.* deviſes all the Reſidue of his perſonal Eſtate, *&c.* to his Son.

hold Lands, Tenements and Hereditaments whatſoever, whereof or wherein I the ſaid *W. W.* the Elder, or any other Perſon or Perſons whatſoever in Truſt for me, am or are ſeiſed, or whereunto I, or any other Perſon or Perſons in Truſt for me, am or are entituled of or for any Eſtate of Freehold, Inheritance, or Term for Years, either in Law or Equity, in Poſſeſſion, Reverſion, Remainder or Expectancy, charged or chargeable, as aforeſaid, I give, deviſe and bequeath unto *W. W.* of, *&c.* Eſq; (who is my only Son) and unto his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively. And I do hereby conſtitute and appoint him the ſaid *W. W.* my Son, my ſole Executor of this my laſt Will and Teſtament. And laſtly, I do hereby revoke, annul and make void all former Wills by me at any Time made. In witneſs whereof, I the ſaid *W. W.* the Elder have to this my laſt Will and Teſtament (whereof I have cauſed two Parts to be made, both of the ſame Tenor and Effect, and each containing Sheets of Paper) ſet my Hand and Seal to each Sheet of each Part thereof, this, *&c.*

Makes his Executor.

Revokes all former Wills.

Signed, ſealed and publiſhed in the Preſence of us, who ſubſcribed our Names as Witneſſes, in the Preſence, and at the Requeſt of the Teſtator.

The

The Earl of H's *Will.*

IN the Name of the Bleſſed Trinity, Father, Son and Holy Ghoſt, *Amen.* I *T.* Earl of *H.* moved with the Conſideration of the Incertainty of this mortal Life, do make this my laſt Will and Teſtament, as followeth: *Firſt*, I commend my Soul to Almighty God, moſt humbly beſeeching him to receive it to his Grace and Mercy, and give the Angels charge over it, that through the Merits and Interceſſion of our Lord and Saviour Jeſus Chriſt, I may obtain Remiſſion of Sins, and Life everlaſting. I deſire my Body may be put in a ſtrong Leaden Coffin to be depoſited in the Vault under the Tomb in my Chapel, in the Pariſh-Church of, *&c.* Item, I give to the ſaid Church the Silver Cup and Cover left me by my Godfather Mr. *T. C.* late of, *&c.* which I deſire my Executors hereafter named will change into a *Patina* or *Ciborium*, weighing full fifty Ounces in Silver, to be uſed at the Celebration of the moſt holy Sacrament there for ever. And the Pall that ſhall cover my Body, the Day of my Funeral, I give to the ſaid Church to be uſed there on ſolemn Occaſions. Item, I will that all my Books ſhall be and remain to my dear Son *G.* Lord *H.* yet ſo that if he happen to die before he attain the Age of 21 Years, or before he have Iſſue Male of his Body begotten, then I will the ſame ſhall go and remain unto the Free-School of, *&c.* for the Increaſe of the Library there. Item, I will that my dear Wife *F.* Counteſs of *H.* ſhall have the Tuition and Guardianſhip of my eldeſt Daughter

Demiſe to the Church.

Demiſe of Guardianſhip.

ter the Lady *E. H.* until ſhe ſhall attain the Age of twenty Years, or marry: And I do appoint the Guardianſhip and Tuition of my ſaid Son *G.* Lord *H.* unto Sir *E. A.* and *E. B.* Serjeant at Law, until ſhe ſhall attain the Age of 21 Years: And for their Pains therein, and the Management of my Eſtate until my Son ſhall attain his ſaid Age (the which I hereby deſire them to do) I deſire each of them may receive the annual Sum of fifty Guineas out of his Eſtate, over and above all Charges and Expences, which they or either of them ſhall at any Time be put unto, or ſuſtain in or about the Executing of the Truſt thereby in them repoſed. And my Will and Deſire is, That my ſaid Son ſhall, until he ſhall attain his ſaid Age of 21 Years, for his Support and Maintenance, have a yearly Allowance out of my Eſtate of 1200 *l.* to be half-yearly paid unto him by his ſaid Guardians, or the Survivor of them. And I Will, that my Coronet, my Robes of Velvet and Scarlet, and my Pedigrees and Seals be and remain to him, who for the Time being, ſhall be Earl of *H.* after my Deceaſe. And as for and touching and concerning the Reverſion and Inheritance of my late Wife's Real Eſtate, which ſhe in her Life-time ſettled upon me, after the Raiſing and Payment of 6000 *l.* thereupon charged for my two Daughters which I had by her, *viz.* the Lady *E. H.* now living, and the Lady *M. H.* deceaſed, I Will and devile the ſame unto the Perſon and Perſons, and their Heirs and Aſſigns, to and for the ſame Uſes, upon the ſame Truſts, and for ſuch Intents and Purpoſes as I have conveyed and ſettled, or mentioned or intended to convey and ſettle, the Reverſion and Remainder of all thoſe my Manors, Lordſhips, Hundreds, Lands, Tenements and Hereditaments whatſoever, in the Towns, Pa-

Of Lands according to former Settlements.

Parishes, Villages, Hamlets and Places of *A.* in the Counties of *L.* and *D.* or either of them, whereof I, or any other in Trust for me, now am or were seized of any Estate of Inheritance in Possession, Reversion, Remainder or Expectancy, at any Time before the, *&c.* expectant on my Decease, by Indenture of Bargain and Sale, and Release and Confirmation, the Bargain and Sale bearing Date, *&c.* Release the 10th Day of, *&c.* the said Release being *Tripartite*, and being made or, *&c.* between me the said *T.* Earl of *H.* of the first Part, the Honourable *A. S.* Esq; Sir *E. A.* Knt. and *J. T.* Esq; of the second Part, and *E. B.* Serjeant at Law, and *J. W.* Esq; of the third Part. Item, my Mind and Will is, That my said Wife *F. C.* of *H.* shall have the Tuition and Guardianship of my two Daughters, the Lady *A. H.* and the Lady *F. H.* until they shall respectively attain unto their Ages of 21 Years, or be married, if my said Wife shall so long live, and continue my Widow; but if she die, or marry again, before my said two Daughters, shall attain their said Ages of 21 Years, or marry, then my Mind and Will is, that Mrs. *A. L.* Widow and Relict of *F. L.* Esq; deceased, shall have the Tuition and Guardianship of my said two Daughters, until they shall respectively attain unto their said Ages of 21 Years, or marry. And if the said Mrs. *A. L.* shall happen to die before they shall attain unto their said Age, or marry, then my Mind and Will is, That my Niece Mrs. *L. J.* and her Executors, shall have the Tuition and Guardianship of them during the said Term. Item, I do hereby give and bequeath unto *C. S.* of *M.* in the County of, *&c.* Esq; and *T. S.* of *E.* in the County of, *&c.* Esq; and their Heirs, All those the Advowsons of the Rectory or Rectories of the Churches of, *&c.* in

Another Devise of Guardianship.

Devise of Advowsons in Trusts, *&c.*

in the County of, &c. and likewiſe the Advowſon of the Vicarage of the Church of, &c. with their and every of their Rights, Members and Appurtenances, upon the Truſt herein after mentioned (that is to ſay) That they the ſaid C. S. and T. S. and the Survivor of them, and his Heirs, ſhall upon the firſt Avoidance of the ſaid Churches of, &c. which ſhall happen during the Life of J. G. of, &c. preſent him the ſaid J. G. unto the ſaid Churches of, &c. aforeſaid. And upon this further Truſt and Confidence, that until H. C. (for whoſe Maintenance I have already made ſome Proviſion by Indenture *Tripartite*, bearing Date, &c. and made between me the ſaid Earl of the firſt Part, the ſaid J. G. of the ſecond Part, and the ſaid C. S. and T. S of the third Part,) ſhall be in Holy Orders, and capable to be preſented to the ſaid Churches aforeſaid, they the ſaid C. S. and T. S. and the Survivor of them, and his Heirs, ſhall from Time to Time, after the Deceaſe of J. G. preſent ſuch Perſon and Perſons unto the ſaid Churches aforeſaid, and from henceforth ſhall likewiſe preſent ſuch Perſon and Perſons unto the ſaid Church of S. aforeſaid, as my ſaid Son G. Lord H. and his Heir Male ſhall from Time to Time nominate and appoint ſuch Perſon to be preſented, to be of the Age of ſixty Years or upwards. And from and after the ſaid H. C. ſhall be in Holy Orders, and capable to be preſented, as aforeſaid, Then upon this further Truſt and Confidence, that they the ſaid C. S. and T. S. and the Survivor of them and his Heirs, ſhall as the ſame ſhall become void, preſent him the ſaid H. C. unto the aforeſaid Churches of, &c. aforeſaid. And after the Deceaſe of them the ſaid J. G. and H. C. and the Deceaſe of the Survivor of them, Then my Mind and Will is, and I do hereby declare the ſame

ſame to be ſo, that they the ſaid *C. S.* and *J. S.* and the Survivor of them, and his Heirs, ſhall and will reconvey the aforeſaid Advowſons of, *&c.* aforeſaid, unto the Heirs Males of the Body of me the ſaid *J.* Earl of *H.* begotten or to be begotten, and for Default of ſuch Iſſue, unto the right Heirs of me the ſaid *E.* of *H.* for ever. And as for and concerning the aforeſaid Advowſon of the Vicarage of, *&c.* aforeſaid, with its Rights, Members and Appurtenances, upon Truſt and Confidence, that until ſome Younger Son of the ſaid *C. S.* of, *&c.* Eſq; ſhall be in Holy Orders, and capable to be preſented unto the ſaid Church, they the ſaid *C. S.* and *T. S.* and the Survivor of them and his Heirs ſhall from Time to Time preſent thereto ſuch Perſon and Perſons as my ſaid Son *G.* Lord *H.* or his Heirs ſhall from Time to Time nominate and appoint. And from and after ſuch younger Son of him the ſaid *C. S.* ſhall be in Holy Orders, and capable of being preſented, as aforeſaid, then upon this Truſt of Confidence, that the ſaid *C. S.* and *T. S.* and the Survivor of them, and his Heirs, ſhall and will preſent ſuch younger Son thereto: And after the Deceaſe of ſuch younger Son ſo preſented, as aforeſaid, they the ſaid *C. S.* and *T. S.* and the Survivor of them and his Heirs, ſhall convey the Advowſon of the aforeſaid Vicarage of, *&c.* aforeſaid, with its Rights, Members and Appurtenances, unto the Heirs Males of the Body of me the ſaid Earl of *H.* begotten or to be begotten; and for Default of ſuch Iſſue, unto the Right Heirs of me the ſaid *E.* of *H.* for ever. And I do hereby revoke and make void all former Wills by me at any Time heretofore made. And I do hereby, for the Performance of this my Will, make, ordain, conſtitute and appoint the ſaid *J. G.* and Sir *G. C.* of *C.* Executors

And after to reconvey to the Heir.

Executors appointed.

cutors of this my Laſt Will and Teſtament: And if any Surplus or Overplus of my Perſonal Eſtate, after my Debts, Engagements and Legacies hereby by me given and bequeathed, ſatisfied and paid, ſhall remain, my Mind and Will is, the ſame ſhall go and be applied for and towards the equal Benefit and Advantage of my ſaid two Daughters, the Lady *A. H.* and the Lady *F. H.* and to the Survivor of them, and all and every other my Child or Children to be hereafter born, and whereof my Wife ſhall be enſeint at the Time of my Deceaſe: And of this my Will I deſire my dear Wife *F. C.* of *H.* and *J. G.* of, *&c.* to be Overſeers. In Witneſs, &c.

Overſeers appointed.

Signed, ſealed and publiſhed in the Preſence of us, &c.

Sir J. R.'s *Will.*

IN the Name of God Amen, I *A. B.* of, *&c.* being in good Health of Body, and of found and diſpoſing Mind, Memory and Underſtanding, do make and ordain my Laſt Will and Teſtament in Form following: *Firſt* and principally I recommend my Soul into the Hands of God Almighty, and remit my Body unto the Earth by decent Burying, at the Diſcretion of my Executrix herein after named, aſſuredly truſting to the Mercy of Chriſt Jeſus my Redeemer for Eternal Salvation both of Body and Soul at the Reſurrection of the Juſt. And as touching my worldly Eſtate, I diſpoſe the ſame as followeth, *(viz.)* I give and bequeath unto my dear Wife *R. B.* all and ſingular my Free and Copy Meſſuages, Lands, Tenements and Hereditaments whatſoever in *H. T.* and *E.* in the County of *M.* And alſo all my Meſſuages, Lands, Tenements, Tenths and Hereditaments whatſoever in *W.* in the County of *H.* To hold unto my ſaid dear Wife, for and during the Term of her natural Life: And from and after her Deceaſe, I give and deviſe the ſame Meſſuages, Lands, Tenements, Fee-farm Rents, Tenths and Hereditaments in the ſaid ſeveral Counties of *M.* and *H.* and all my Eſtate therein, both in Law and Equity, unto my younger Son *J. B.* and unto his Heirs for ever, ſubject nevertheleſs to ſuch Entails, Eſtates, Conditions, Uſes, Proviſo's and Limitations as I and my ſaid dear Wife at any Time during our Joint-lives ſhall by any Deed or Surrender in Writing under our Hands and Seals, executed in the Preſence of two or more credible Witneſſes, make,

Demiſe of Lands, *&c.* ſubject to ſuch Limitations as ſhall be by Deed appointed.

make, declare, limit and appoint; which Devise and Deed or Deeds, Estate and Estates, I hereby require my Son *J. B.* not to obstruct, but to do all Acts to establish and confirm the same. And also I bequeath unto my said dear Wife and her Assigns all and singular my Messuages, Tenements, Brew-houses, Yards, Wharfs, Toft and Ground situate and, *&c.* or elsewhere in or about the City of *London*, and the several Leases whereby I hold the same, and all the Estate, Interest, Terms of Years and Time to come therein respectively, and all my Brewing-Vessels and Partable Estate in Trade, and all my Goods, Chattels, Plate Jewells, ready Money, Debts and Personal Estate whatsoever, upon Condition that my said Wife pay all my just Debts which I shall owe at my Decease, together with the several Sums of Money herein after devised unto my two younger Daughters. And I give and bequeath unto my said two younger Daughters, *M. B.* and *S. B.* the Sum of 2000 *l.* a-piece of lawful, *&c.* to be paid unto them at the Day of their respective Marriages by and with the Consent of their said Mother. But it is my *Will and* Mind, That if both or either of my said Daughters shall marry without the Consent of her, or their said Mother, in her Life-time, that then there be only allowed unto such Daughter or Daughters, during the Life-time of her their said Mother, Interest for her or their respective Portions after the Rate of 4 *l. per Cent. per Annum*, and no more; and that the Portion or Portions of such Daughter or Daughters so marrying without Consent, as aforesaid, shall be by my said Wife, with the first Conveniency, laid out in the Purchase of Lands or Houses, and settled on Trustees for the Benefit of such Daughter and Daughters, and her and their Children

Leases and personal Estate demised.

Conditionally for the Payment of Debts and certain Legacies.

Daughter marrying without Mother's Consent, to have only the Interest of her intended Portion; the Principal to be secured for her Issue.

Children in ſuch Manner as my ſaid Wife and her Counſel ſhall adviſe, ſo as ſuch Daughter or Daughters may have the Profits thereof only for her or their Lives reſpectively, from the Time of which reſpective Purchaſes, Intereſt for the Portion or Portions ſo laid out ſhall ceaſe; any Thing herein contained, or any Law, Cuſtom or Uſage whatſoever to the contrary thereof in any wiſe notwithſtanding. And it is my Will and Mind, That if both or either of my ſaid two Daughters ſhall happen to die before Marriage, or the Receipt of her or their reſpective Portions, leaving no Iſſue, her or them reſpectively ſurviving, then the Portion or Portions of her or them ſo dying, ſhall go unto my ſaid Wife to be by her diſpoſed in ſuch Manner as ſhe ſhall think fit. And I give deviſe and bequeath unto my Daughter *A.* and her Heirs for ever, All my Meſſuages, Tenements, Ground and Hereditaments ſituate, *&c.* upon Condition that my ſaid Daughter do within ſix Months after my Deceaſe, or ſooner, if required, convey and releaſe unto my Wife and Sons reſpectively all and every her Eſtate, Claim and Demand which ſhe hath, or may claim unto any Part of her late Grandfather *P. J.* Eſq; his Eſtate, or any Part of the Eſtate of me or my ſaid Wife, either Real or Perſonal, either by Cuſtom of the City of *London*, or by the Will of the ſaid *P. J.* or otherwiſe: But if my ſaid Daughter ſhall refuſe to make and execute ſuch Conveyances and Releaſes in Confirmation of the ſeveral Eſtates unto my Wife and Sons, according to the Settlements and Eſtates heretofore and hereby by me made upon Requeſt, then the Deviſe hereby made unto my ſaid Daughter *A.* and her Heirs ſhall be void. And in ſuch caſe I give the ſaid Meſſuages and Premiſſes in *S.* unto my ſaid Wife and her Heirs

Deviſe to a Daughter, *&c.* conditionally that ſhe make a Releaſe of, *&c.*

Legatee litigating or claiming by the Cuſtom of *London*, his Legacy hereby given, ſhall be void.

for ever. **Provided** alſo, and it is my expreſs Will, Intent and Meaning, That if any Legatee in this my Will ſhall litigate, controvert or diſpute the ſame, or any Part of my Eſtate, or ſeek to have or claim any further, greater, or other Part of it than what is hereby deviſed, that in every ſuch Caſe the Party ſo litigating, controverting or diſputing my ſaid Will, or claiming any greater Part of my Eſtate by the Cuſtom of *London*, (which I take Notice of) or otherwiſe, the Legacy or Bequeſt hereby given or made to the Party conteſting or claiming, ſhall be void, any Thing herein contained, or any other Matter or Thing whatſoever to the contrary thereof in any wiſe notwithſtanding. And I hereby commit the Care and Guardianſhip of all my younger Children, and of their reſpective Eſtates unto my ſaid dear Wife during their reſpective Minority. All the reſt of my Eſtate of what Nature, Kind or Quality ſoever, whereof I ſhall die ſeized or poſſeſſed at the Time of my Deceaſe, I give unto my ſaid Wife, whom I alſo leave, ordain, make and conſtitute ſole Executrix of this my Laſt Will and Teſtament, and hereby revoking all former and other Wills, I declare this to be my Laſt Will and Teſtament, and no other. **In Witneſs** whereof, to every Sheet of this my Will contained in three Sheets of Paper, I have put my Hand and Seal this, *&c.*

Guardianſhip appointed.

Signed, ſealed and publiſhed in the Preſence of us, &c.

The

The Copy of Mrs. H.'s Will.

In the Name of God, Amen. I *C. H.* of, *&c.* Widow, do make and ordain this my Laſt Will and Teſtament, as followeth: *Imprimis*, whereas I or ſome other Perſon or Perſons in Truſt for me, am or are ſeized of a Moiety of certain Meſſuages, Lands, Tenements and Hereditaments in, *&c.* which came to me by Deſcent from *H. W.* Eſq; my late Brother deceaſed, I give and deviſe the ſame, as alſo all other my Meſſuages, Lands, Tenements and Hereditaments whatſoever, and whereſoever in the Kingdom of *England*, unto *G. T.* of, *&c.* and *R. P.* of, *&c.* their Heirs and Aſſigns, to the Uſe and Behoof of the ſaid *G. T.* and *R. P.* their Heirs and Aſſigns for ever: **In Truſt**, nevertheleſs, and to the Intent and Purpoſe, that they the ſaid *G. T.* and *R. P.* or the Survivor of them, his Heirs and Aſſigns do, and ſhall ſell and diſpoſe of the Freehold and Inheritance thereof by Sale or Mortgage, and of my Perſonal Eſtate herein after bequeathed unto them, and do and ſhall diſpoſe of, pay and apply the Monies ariſing thereby in the firſt Place to indempnify, diſcharge and ſave harmleſs *C. D.* of, *&c.* and the ſaid *G. T.* their, *&c.* from all Damage, Loſs or Trouble which ſhall or may happen unto them or either of them, for or by Reaſon of any Bond or Engagement entred into by the ſaid *C. D.* and *G. T.* unto *J. C.* Gent. on Account of a Diſtreſs made by the ſaid Mr. *C.* or his Order, on my Behalf, upon certain Lands in, *&c.* and from and after the ſaid *C. D.* and *G. T.* ſhall be ſo indempnified, diſcharged and ſaved harmleſs, in Truſt to

A Deviſe of Lands, *&c.*

In Truſt, to be ſold, and with the Money ariſing, together with the perſonal Eſtate, to ſave harmleſs certain Securities, *&c.*

To pay Debts and Legacies.

pay unto the ſaid *C. T.* and *G. T.* all ſuch Sum and Sums of Mony as I ſhall owe unto them, or either of them at the Time of my Deceaſe, and afterwards to pay all other my Debts, and the Legacies herein after bequeathed; And the

The Overplus to *J. H.* his Executors. *&c.*

Overplus of the Money to be raiſed, as aforeſaid, my Truſtees being paid whatſoever they, or either of them ſhall have laid out in and about the Premiſſes, I give and bequeath unto my Son *J. H* Eſq; his, *&c.* Item, I give and bequeath unto the ſaid *G. T.* and *R. P.* all my ready Monies, Jewels, Plate, Houſhold-Goods, and all Arrears of my Annuity or Rent-Charge granted by Sir *R. C.* and other my Perſonal Eſtate whatſoever not hereby particularly diſpoſed of, upon the ſame Truſts as I have deviſed my Real Eſtate unto them. Provided always, and it is my Will and Deſire, That out of the Arrears of the ſaid Annuity or Rent-Charge, the ſaid *G. T.* do, in the firſt Place, detain the Sum of fifty Pounds, which I do hereby deviſe unto him, as a Gratuity for his Pains and Trouble in the Suits lately proſecuted, on Account of the ſame, over and beſides his Bills of Coſts; And I do alſo hereby direct the ſaid *G. T.* and *R. P.* to give unto the ſaid *C. D.* for his Pains and Care therein, what they ſhall think convenient. Item, I do ordain, conſti-

The Truſtees made Executors, with a Legacy to each, in caſe they take upon them the Execution of the Will.

tute and appoint the ſaid *G. T.* and *R. P.* Executors of this my laſt Will and Teſtament, and give unto each of them reſpectively a Legacy of twenty Pounds, provided they reſpectively take on them the Execution of this my Will. Item, I give unto my Servant-Maid *M. J.* the Sum of Ten Pounds, and all my Wearing Apparel. Item, I do hereby Authorize and Impower my ſaid Executors, or either of them, who ſhall take upon them the

Execu-

Execution of this my Will, full Power and Authority to compound any Debts now due and owing unto me, at his and their Diſcretion. And I do hereby revoke all former Wills by me made. In witneſs, whereof I have to this my laſt Will and Teſtament (contained in two Sheets of Paper) to each Sheet thereof ſet my Hand and Seal the Day of *Anno Dom.* &c.

Power given to the Executors to compound any Debts owing to the Teſtator, &c.

Signed, Sealed and Publiſhed in the Preſence of us, who ſubſcribed our Names in the Preſence, and at the Requeſt of the Teſtatrix.

Mr. M.'s Will.

IN the Name of God, Amen. I *P. M.* do make and ordain this my Laſt Will and Teſtament as followeth (that is to ſay); Whereas I have lent unto my Brother *D. M.* the Sum of 25 *l.* for which I have a Note under his Hand, Now I do hereby remit the ſame unto him, and releaſe him of the ſaid Debt. I give unto my Daughter *M. M* the Sum of 1500 *l.* of lawful, *&c.* to be paid her at her Age of 21 Years, or Day of Marriage, which ſhall firſt happen. And my Will and Deſire is, That the ſaid Sum of 1500 *l.* be with as much convenient Speed as may be in the mean Time, placed out at Intereſt upon good Security, by my Executors hereafter named, and the Intereſt thereof paid unto my ſaid Daughter *M.* for and towards her Maintenance and Education, Benefit and Advantage, ~~until her ſaid Portion~~ of 1500 *l.* ſhall become payable. And in caſe my ſaid Daughter ſhall happen to die before her ſaid Portion ſhall become payable, then I give the ſaid Sum of 1500 *l.* as followeth, (that is to ſay) one Thouſand Pounds thereof unto my Son *P. M.* to be paid unto him at his Age of one and twenty Years, and in the mean Time to be placed out at Intereſt upon good Security for his Benefit and Advantage; unto my loving Wife *C.* the Sum of 400 *l.* unto my Mother *P.* the Sum of 25 *l.* unto my Brother *P. M.* the Sum of 25 *l.* unto my Brother *D. M.* the Sum of 50 *l.* And it is my Will and Deſire, That if my ſaid Son *P. M.* ſhall happen to die before his ſaid Share of the ſaid Sum

A Debt diſcharged by Way of Legacy.

1500 *l.* to a Daughter, with further Appointments, in caſe ſhe dies before payable.

Sum of 1500 *l.* ſhall become payable, as aforeſaid, that his ſaid Share of the ſaid 1500 *l.* ſhall be divided as followeth: Unto my ſaid Wife *C.* the Sum of 600 *l.* unto my ſaid Mother the Sum of 100 *l.* unto my ſaid Brother *P. M.* the Sum of 100 *l.* and unto my ſaid Brother *D. M.* the Sum of 200 *l.* to whom in ſuch Caſe I do hereby deviſe the ſame reſpectively. All the Reſt and Reſidue of my Goods, Chattels, and perſonal Eſtate whatſoever, I give and bequeath unto my Executors here-after named, for the Payment of my Debts and Legacies herein after bequeathed, and to diſpoſe of the Overplus (if any there be) after my ſaid Debts and Legacies ſatisfied, in ſuch Manner as is hereafter directed and appointed. And my Will and Deſire is, That in caſe my ſaid perſonal Eſtate ſhall not ſuffice for the Payment of my Debts, and the ſaid Legacy of 1500 *l.* that then the Rents and Profits of my Meſſuages, Lands, Tenements, and Real Eſtate, ſhall, in Aid of my perſonal Eſtate, be ſubject and liable to the Payment of my ſaid Debts, and the ſaid Legacy of 1500 *l.* And as for and concerning my Meſſuages, Lands, Tenements, Hereditaments, and real Eſtate, ſubject as aforeſaid, I deviſe as followeth; (that is to ſay,) I Will and deviſe to the ſaid *C.* my Wife, all thoſe my Cloſes and Parcels of Land, Meadow, and Paſture, now in the Poſſeſſion of Mr. *J. J.* or his Aſſigns, and lying within the Manor, or reputed Manor of *N.* **To have and to hold** unto the ſaid *C.* immediately from and after my Deceaſe, and for and during the Term of her natural Life: And from and after her Deceaſe, or any ſooner Determination of her Eſtate therein, I Will and deviſe the ſaid Cloſes, or Parcels of Land, Meadow, and Paſture, unto my Son *P.* and the Heirs of his Body lawfully begotten, and for Default of ſuch Iſ-

Surplus to Executors for Payment of Debts, &c.

Perſonal Eſtate, if not ſufficient for the Payment of Debts and Legacies, to be aided by the Real.

Deviſe of real Eſtate.

ſue, unto my Daughter *M. M.* and the Heirs of her Body lawfully to be begotten: And for Default of ſuch Iſſue, I Will, that the ſame remain and be unto the Heirs of my own Body begotten, or to be begotten. Provided always, and my Mind and Will is, That in Caſe the ſaid *C.* my Wife, her, *&c.* and all other Perſon or Perſons intruſted for her or them, ſhall not within ſix Kalendar Months after my Deceaſe, releaſe, make void, and diſcharge all ſuch Gifts, Articles, Covenants and Proviſions, Right and Title of Dower, and all other her and their Demands of, in and to my real and perſonal Eſtate, or either of them, upon reaſonable Requeſt, in that Behalf to be made, (other than and except what the ſaid *C.* my Wife ſhall or may claim by Vertue of the Gifts and Bequeſt hereby to her made,) then the ſaid *C.* her, *&c.* ſhall not have or take any Benefit by this my Will. And whereas I, or ſome other Perſon or Perſons in Truſt for me, am or are ſeized of an Eſtate of Inheritance in Fee-ſimple of and in all that Meſſuage or Tenement, with the Appurtenances, ſituate in, *&c.* wherein I now live, I will and deviſe the ſame Meſſuage or Tenement, with its Appurtenances, unto my ſaid Son *P. M.* and the Heirs of his Body lawfully to be begotten: And for Default of ſuch Iſſue, I will and deviſe the ſame Meſſuage or Tenement, with its Appurtenances, unto my ſaid Wife *C.* for and during the Term of her natural Life, and from and after her Deceaſe, or other ſooner Determination of her Eſtate, therein unto my ſaid Daughter *M.* and the Heirs of her Body lawfully to be begotten. And for Default of ſuch Iſſue, I will that the ſame remain and be unto the Heirs of my own Body begotten or to be begotten. And as for and concerning my Cloſes or Parcels of Land, Meadow and Paſture, in the Poſſeſſion of *R. P.* or his

Conditionally.

his Aſſigns lying in, &c. I will and deviſe the ſame unto my ſaid Son *P. M.* and the Heirs of his Body lawfully to be begotten; and for Default of ſuch Iſſue, unto my ſaid Daughter *M. M.* and the Heirs of her Body lawfully to be begotten and for Default of ſuch Iſſue, I Will that the ſame remain and be unto the Heirs of my own Body begotten, or to be begotten. And as for and concerning all and every my Meſſuages, Lands, Tenements, Hereditaments, and Real Eſtate from and after the Eſtates thereof before reſpectively limited, ſhall ceaſe and determine, I give and deviſe the ſame unto my ſaid Wife *C.* during the Term of her natural Life (ſhe paying unto my ſaid Mother the Sum of 20 *l. per Annum* during her Life,) And after the Deceaſe of my ſaid Wife *C.* unto my ſaid Brother *D. M.* his Heirs and Aſſigns for ever, he paying unto my ſaid Mother during her Life, the Sum of 20 *l. per Annum*, and unto my Brother *P.* the Sum of 400 *l.* And as for and concerning the Reſidue of my Perſonal Eſtate, after the Payment of my Debts, and the aforeſaid Legacy of 1500 *l.* if any there be, I will and bequeath out of the ſame unto my ſaid Mother the Sum of 10 *l.* unto my Brother *D.* the Sum of 5 *l.* and unto my Friends Mr. *P. C.* of, &c. and *G. T.* of, &c the Sum of 10 *l.* a-piece, Provided they take on them the Execution of this my Will and Teſtamrnt. And I do hereby conſtitute and appoint the ſaid Mr. *P. C.* and *G. T.* Executors of this my Will and Teſtament. And all the Reſt of my Perſonal Eſtate I will and bequeath unto my ſaid Wife *C.* and Son and Daughter *P.* and *M.* to be equally divided between them Share and Share alike. Provided always, and it is my Will and Deſire, That my ſaid Executors and their Executors and Adminiſtrators

Executors appointed.

Executors not anſwerable for Loſs of Monies put out.

ſtrators ſhall not be anſwerable for any Loſs that ſhall or may happen, by putting out of any of the ſaid Sum of 1500 *l.* or Sums of Money appointed to be placed out at Intereſt upon Securities, **Provided** the ſame be placed out at Intereſt, with the Approbation and Conſent of the ſaid C. my Wife, during her Life, and after her Deceaſe, of her Executors and Adminiſtrators, I will and deviſe the Tuition and Guardianſhip of my ſaid Son until he ſhall attain unto the Age of 21 Years, and of my ſaid Daughter until ſhe attain unto the Age of twenty-one Years, or be married, which ſhall firſt happen, unto my ſaid Wife C. ſo long as ſhe ſhall continue my Widow and unmarried after my Deceaſe, and no longer. And from and after her Deceaſe or ſecond Marriage, which ſhall firſt happen, unto my Executors, and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor. **In Witneſs** whereof I have to two Parts of this my Laſt Will and Teſtament, each contained in Sheets of Paper, ſet my Hand and Seal to each Sheet thereof, this Day of *Anno Dom.* 1694.

Guardianſhip appointed.

Signed, ſealed, and publiſhed, in the Preſence of us, &c.

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14. *Portions given by the Husband in his Life-time, &c. ſhall be accounted as Part of the Portions hereby provided,* (149)

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37. *Covenant to levy a Fine,* (184)
38. *To the Uſe of the Husband's Father until the Marriage, after to the Uſe of the Son, the intended Husband, for Life, without Impeachment,* &c. *and after the Determination of that Eſtate, to Truſtees for preſerving Contingencies,* (185)
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40. *Af-*

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43. *Other Lands to the Uſe of the Father's Life, after to Truſtees, to ſupport the contingent Uſes following,* (187, 188, 189, 190)
44. *In caſe no Iſſue, a Term of* 500 *Years to be mortgaged or ſold for raiſing* 7000 l. *to be paid to the Widow in Recompence of her Jointure, ſhe at the ſame Time transferring her Jointure to the next in Remainder,* (192)
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47. *If the Heir at Law ſhall undertake, and give Security to make ſuch Payments as appointed, then and after the Performance of the Truſt before-mentioned, the Term of* 500 *Years, ſhall attend the Inheritance, and the Truſtees ſhall transfer the ſame to the Heir,* (194, 195)
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51. *Covenant to pay the Fee-Farm Rent,* (197)
52. *Covenants, that the Father hath Power to ſettle,* (197.) *That the Lands are free from Incumbrances, and of ſuch an yearly Value,* (197, 198)
53. *Covenant to put in Repair,* (198)
54. *That the Woods contain* 380 *Acres,* (ibid.)
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57. *Covenant that the Lands ſettled are of ſuch a yearly Value,* &c. (201)
58. A Covenant to lay out the intended Wife's Portion and add as much more in a Purchaſe of Lands, 202
59. *To be ſettled upon two Perſons indifferently to be choſen, and their Heirs, to the Uſe of the Husband for 99 Years, if he ſo long lives, without Impeachment,* &c. *then to the Uſe of the Truſtees to preſerve Contingencies,* &c. (203)
60. *After his Deceaſe to the Uſe of the Wife for her Jointure, and in Bar of Dower,* (ibid.)
61. *Then for the Term of* 200 *Years, under Proviſoes herein after mentioned, and after the Determination of the ſaid Term, to the Uſe of the firſt and other Sons in Tail Male,* (204)
62. *In Default of Males, then to the Uſe of the Daughters of the Bodies of the ſaid Husband and Wife, and the Heirs of the Bodies of ſuch Daughters, to take as Tenants in Common, and not as Jointenants; and in Default of ſuch Iſſue, then to the Uſe of the ſaid Baron and Feme, their Heirs and Aſſigns for ever,* (ibid.)
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64. *If any ſuch Children die, their Portion to be divided among the Survivors,* (ibid.)
65. *If all die, the Term of* 200 *Years to ceaſe,* (206)
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67. *Power for Husband and Jointrix to leaſe for* 21 *Years, at the improved Rent,* Page 207
68. *Power to lend at Intereſt the double Portion firſt above-mentioned, till a Purchaſe can be had, the Intereſt to be paid as the Rents ſhould be,* (207,208)
69. *Covenant from the Wife's Father to pay the Portion, to be doubled and laid out,* ut ſupra, *in a Year's Time,* (208)
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72. *And for providing a competent Jointure,* &c. (ibid.)
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74. *To the Intent a Common Recovery may be had, and the Manner thereof directed,* (211, 212, 213)
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78. *The Uſes declared of the ſaid Lands charged with the Rent, and other Lands after the Death of a Jointrix, for Lives and in Tail,* &c. (219, 220)
79. *The Truſt of the Term of* 500 *Years declared, for the raiſing by Mortgage and Perception of Rents, Monies for Daughters Portions,* &c. (221, 222)
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81. *Not to be mortgaged till ſome Portions become payable,* (ibid.)
82. Proviſoes *in caſe there be Daughters, and all die,*

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83. *Power for Tenants for Life to leaſe for 21 Years, with certain Reſtrictions,* (225)
84. *Covenant that he hath an indefeaſible Eſtate in the Premiſſes, hath Power to convey, and for quiet Enjoyment,* (225, 226)
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86. *That the Jointure is of ſuch a clear yearly Value,* (229)
87. *Power to ſell the Fee of ſome Part of the Premiſſes, the Money to be laid out upon other Lands to be ſettled as the preſent are,* (ibid.)
88. *A* Memorandum *indorſed, that it ſhall be lawful for the Poſſeſſors of the Premiſſes to leaſe for three Lives, upon Fines and the old Rent,* (230)
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91. *The Uſes of the Fine and Recovery declared,* (235)
92. *A Tail Male limited to the firſt, ſecond, and other Sons,* &c. *of the Body of* T. C. (236)
93. *Preſent or future Wife enſeint at the Husband's Death,* (237)
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95. *Power to make Jointures, and to leaſe for* 21 *Years,* (238, 239)
96. *Covenants for quiet Enjoyment, and further Aſſurances, ſuch Aſſurances to contain no further Covenants or Warranty than againſt ſuch Perſons who make the ſame their Heirs and Aſſigns,* &c. (240, 241, 242)

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102. *Grantor and Truſtees conſtitute an Agent and an Attorney to receive and collect,* &c. (ibid.)
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108. A Marriage-Settlement in Purſuance of an Act of Parliament, (289)
109. *Recital of a former Settlement, and of a private Act of Parliament to enable the Seller to make a Settlement upon his Marriage notwithſtanding his Nonage,* (289, 290, 291)
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112. A Settlement in Purſuance of an Act of Parliament to ſell Lands for the Payment of Debts, and to ſettle the Reſt upon the Husband and Wife, and their Iſſue, (306)

113. *Many Uſes and Truſts declared, from* (306 to 316.) *Truſtees to be allowed all Charges relating to the Truſt, and neither anſwerable for the other,* (316)

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Simony.

Vide *Opinion*, 15.

Statute.

Vide *Aſſignment*, 20, 24.

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Vide *Copartnerſhip*, 12, 31, 73.

T.

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Vide *Article*, 13. *Declaration*, 19. *Defeaſance*, 3. *Opinions*, 3. *Settlement*, 5, 41, 62, 63, 79, 92, 93. *Wills*, 37.

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U.

Uſes.

SEE *Aſſignment*, 6. *Declaration*, 14. *Recovery*, 3. *Settlement*, 76.

W.

Wills.

1, MOnies owing deviſed, and appointed, when received, to be put out by the Executor, *the Intereſt and Proceed thereof to be at the Diſpoſal of a Feme (then Covert) not ſubject to her Huſband's Controul or Debts, and after her Death the Principal to her two Daughters, to be equally divided,* Page (319, 320)

2. *Proviſion, in caſe one or both the Daughters die,* (320)

3. *If any of the Monies ſo put out, happen to be loſt, the Executor not chargeable to make good the Loſs,* (321)

4. *Proviſion in caſe either of the Daughters marry, living the Mother,* ibid.

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7. *Particular Legacies, and to the Poor,* (323)

8. *Subjects his Real Eſtate in Aid of his Perſonal to pay Debts and Legacies,* ibid.

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10. *Former Wills revoked, and two Parts of this Writ, both of the ſame Tenor and Effect, and each ſigned and ſealed,* &c. (324, 325)

11. De-

11. Deviſe to the Church, *Page*, (325) *Deviſe of his Books*, ibid.
12. *Deviſe of the Guardianſhip of his Daughters to his Wife, of his Son and Heir to* A. *and* B. *with an Annuity for their Pains*, &c. (326)
13. *An annual Sum to his Son and Heir till he attain to the Age of* 21, ibid.
14. *Enſigns of Honour deviſed*, ibid.
15. *Deviſe of Lands according to the former Settlements*, ibid.
16. *Guardianſhip of Daughters limited over in Caſe of Death*, (327)
17. *Deviſe of Advowſons in Truſt for ſuch as are not of Age, to enter into Orders, and after to be reconveyed to the Heir at Law*, (327, 328, 329)
18. *Deviſe of Surplus, if any be, after Debts and Legacies paid*, (329)
19. *Executors and Overſeers appointed*, (329, 330)
20. *Certain Lands deviſed to his Wife for Life, and after to his younger Son, ſubject to ſuch Limitations as ſhall be by Deed appointed*, (331)
21. *Leaſes and Perſonal Eſtate deviſed to his Wife, conditionally for Payment of Debts and Legacies*, (332)
22. *Daughter marrying without her Mother's Conſent, to have only the Intereſt of her intended Portion, the Principal to be ſecured for her Iſſue*, ibid.
23. *In Caſe either Daughter dies before Marriage, or the Receipt of her Portion, the ſame to be at her Mother's Diſpoſal*, (333)
24. *Deviſe of Lands to a Daughter conditionally, that ſhe releaſe other Claims that ſhe may have elſewhere, otherwiſe to his Wife*, ibid.
25. *Legatee litigating, or claiming by the Cuſtom of* London, *his Legacy hereby given, ſhall be void*, (334)
26. *Guardianſhip of younger Children committed to the Wife, and makes her Executrix*, ibid.
27. A Deviſe of Lands in Truſt to be ſold, and with the

the Money arising thereby, and the personal Estate, to save harmless certain Securities, &c. *Page* (335)
28. *And after that to pay Debts and Legacies, the Overplus to her Son,* (336)
29. *The Personal Estate devised to the same Trustees upon the same Trust as the Real was,* ibid.
30. *The Trustees made Executors, with a Legacy to each, in Case they take upon them the Execution of the Will,* ibid.
31. *Power given to the Executors to compound any Debts owing to the Testatrix,* (336, 337)
32. *A Legacy to her Agent as a Gratuity for following her Suits over and besides his Bill of Costs,* (338)
33. A Debt discharged by Way of Legacy, (338)
34. *A Portion to a Daughter, with further Appointment, in Case she dies before Payment,* ibid.
35. *Surplus to Executors for Payment of Debts,* &c. (339)
36. *Personal Estate, if not sufficient for Payment of Debts and Legacies, to be aided by the Real,* ibid.
37. *Devise of the Real Estate, Part to the Wife for Life, then to the Son and Daughters successively, in Tail-male,* (339, 340)
38. *If the Wife do not release other Claims, this Devise for Life to her, to be void,* (340)
39. *Executors appointed, and Legacies to them, in Case they undertake the Executorship,* (341)
40. *Executors not answerable for Loss of Money put out, if it was done with the Approbation and Consent of* C. 341, 342)
41. *Guardianship of Son and Daughter appointed to his Wife during her Widowhood, if she marry, then to Executors,* (342)

Y.

Younger Children.

VIde *Assignment*, 8. *Settlement*, 9, 95, 33.

FINIS.

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